

ARTICLE 7
CERTIFICATED FACULTY PERSONNEL POLICIES
(REPLACES SERIES 6.000 AND 7.000)

Pertaining to Certificated Overseas and Local Hire Faculty

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HIRING RESPONSIBILITY

All certificated faculty and professional staff (Administration) positions are created by the Board of Directors based on the recommendation of the Superintendent. Only the Board of Directors, in consultation with the Superintendent, can eliminate a position once it has been created. The Superintendent may recommend to the Board allocating an existing position to a different function or revising the job title for an existing position(s). All such changes will be brought before the Board for approval.

The Superintendent is responsible for the recruitment and hiring of personnel for all of the School's certificated faculty and professional staff positions, subject to the review and approval by the Board of Directors. For some positions, the Superintendent may elect to delegate some of the hiring tasks to a member of his/her Administration. However, in all cases, the Superintendent shall retain overall responsibility of the selection and hiring decision.

RECRUITMENT AND SELECTION

The Board of Directors is committed to hiring the most qualified and experienced faculty and staff who will support and enhance the delivery of the School's high quality instructional program. Further, the Board of Directors is committed to recruiting these candidates from multiple hiring sources in order to benefit from diverse expertise and perspectives achieved through a healthy staffing balance. These sources include teachers and professionals who reside in Lagos either temporarily or permanently; independent of their employment contract with the School (Local Hire) as well as personnel recruited from overseas who relocate to Lagos as a result of an employment contract with the School (Overseas Hire). Overseas hired candidates will be sourced from direct inquiries, partner school districts, and various international recruiting conferences. Considerations that are factors in determining the balance of Local Hire vs. Overseas Hire staffing in any given year include but are not limited to: availability of qualified candidates, overall salary costs, available quota positions, and available housing.

All certificated faculty and professional staff will be selected solely on the basis of merit.

The steps and the following timetable provide a guideline for the hiring process. The Superintendent, in consultation with the Board, has the authority to alter this process and/or timetable as circumstances dictate. Refer to the Contract Renewal process steps and timetable in Contract Renewal policy section (Policy 7.100) which are closely linked to and overlap with the hiring process.

RECRUITMENT AND SELECTION

Timeframe	Responsibility	Action
November Board Meeting	Superintendent	Presents organizational structure/staffing plans for the subsequent school year to the Board of Directors
December Exec Session	Superintendent Board Superintendent	Presents results of contract renewal decisions and recruiting plan, including travel to recommended recruiting conferences and partner school districts (recruiting trip) Votes to approve recruiting plan Posts position openings and required qualifications on school website and selected recruiting organization websites
January and February	Superintendent Board	Begins interviewing candidates Travels for overseas hire recruiting Presents recommendations for hiring to Board via teleconference Votes to approve hiring recommendations
Ongoing	Superintendent Board	Continues to interview candidates from all sources for remaining or new open positions and makes hiring recommendations to Board Votes to approve hiring recommendations

Upon the recommendation of the Superintendent, the Board may vote to approve travel for the Superintendent to a summer recruiting conference(s) if open positions have not been filled by the end of the school year.

RECRUITMENT AND SELECTION

In the case of hiring for key professional staff positions (including Principals, IB Coordinator, Curriculum Coordinator, Counselor), the Board may direct the Superintendent to engage the services of an internationally recognized educational consulting firm (i.e., ISS, Search Associates, ECIS) to assist with the search. The recruiting and selection timetable for these positions may need to be accelerated depending on the hiring market.

In any year that there is an outgoing Superintendent (i.e., the sitting Superintendent will not be returning in the subsequent year), it is the expectation of the Board of Directors that the newly hired Superintendent will represent the School on the recruiting trip and be responsible for all hiring recommendations. In this case, in consultation with the new Superintendent, the Board of Directors may elect to authorize the outgoing Superintendent or an experienced administrator to accompany the new Superintendent on all or part of the recruiting trip. The Board of Directors authorizes the Superintendent to travel business class on the international portion of the recruiting trip; all US domestic flights will be in economy class.

The hiring of teaching couples or the hiring of a family member when there is a pre-existing employment contract with another family member is not precluded. Prospective candidates are expected to disclose any relationships with current or prospective School staff. Both spouses will be evaluated on their own merit. Position openings will not be created to employ the spouse of a prospective overseas hire without prior explicit approval of the Board of Directors. In no case will the spouse be assigned to a position to which he/she does not have the appropriate qualifications and experience. In the event that a dependent spouse (whether certificated or non-certificated) is hired by the School in any position after the employment contract with the hired spouse is in effect, the dependent spouse will be classified as a Local Hire employee.

QUALIFICATIONS

Administrative and certificated Overseas and Local Hire staff must hold valid teaching, administrative and/or professional certifications. Qualifications for positions must specify education, experience, and language along with any other qualifications that will ensure that the candidates will fit the School's particular needs.

A. Administration

Qualifications for Overseas Hire Principals or Directors shall include, but not be limited to:

1. Bachelor's degree from an accredited institution. A Master's degree in Educational Administration from an accredited institution is preferred;
2. Valid Administrator or Principal Certification;
3. At least three (3) years relevant teaching and administrative experience (i.e., elementary and secondary), preferably in an American curriculum program, either in the United States or overseas;
4. Proven experience in an international school is strongly preferred.

In addition to the above qualifications, candidates must also demonstrate proficiency in the following areas:

Administrative Skills - including, but not limited to, organizational, fiscal, public policy and total quality management skills and techniques, and school personnel performance and evaluation skills;

Education Proficiencies - including, but not limited to, knowledge of American program curriculum and instructional techniques, student learning styles, student assessment criteria;

Faculty Relations - including, but not limited to, the development and use of skills (oral and written) necessary to manage faculty and staff, with courtesy and mutual respect, coach and motivate employees, and build consensus as a means of management;

Community Leadership Qualities - including, but not limited to, the ability to organize and leverage community initiative, communicate and work effectively with school-sponsored committees and the PTO, manage change, resolve conflict and reflect the highest personal values.

B. Certificated Teaching Staff

Minimum qualifications for Overseas and Local Hire certificated staff shall include, but be not limited to:

1. B.A. or B.Sc. degree from an accredited institution in a discipline appropriate for the position;
2. Valid teaching certificate from the United States or equivalent. The Superintendent will determine equivalency for non-U.S. trained personnel;
3. Two (2) years of successful, full-time teaching experience at a level and in the discipline for the position, preferably in an American curriculum program in the United States or overseas
- 4.

ASSIGNMENTS AND TRANSFERS

The Superintendent has the responsibility for assigning and deploying staff within the School. Faculty and professional staff may be reassigned to a position(s) other than the one for which they were initially hired to fill, in accordance with the needs of the School. Qualifications, performance, and the individual's expressed preference shall be taken into consideration.

Mid-year reassignments will not require the execution of a new employment contract unless it is determined to be necessary by the Superintendent.

TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions under which certificated faculty and professional staff are hired under an employment contract with the School are stipulated in the following policies.

A. INITIAL CONTRACT PERIOD

Following the standards of international school recruiting, the initial contract for certificated faculty and professional staff classified as Overseas Hire will be two (2) years.

The contract for certificated faculty and professional staff classified as Local Hire will be one (1) year. Additionally, all Local Hire teachers and/or staff are placed on 90-day probation, subject to satisfactory performance. The immediate supervisor is responsible for monitoring the performance of the employee during this period. Input from other administrators and peer teachers may be used to assist in the assessment.

Exceptions to this policy may be recommended by the Superintendent for specific employees. Exceptions require approval by the Board of Directors.

B. EMPLOYMENT CONTRACTS

The Board of Directors has the final authority to approve the terms of employee contracts. The Superintendent, or other Administrative personnel designated by the Superintendent, is authorized to discuss employment contracts with job applicants within Board-approved budget constraints and staff allocation guidelines. Employee contracts must be approved by the Superintendent and signed by an authorized Board of Directors signatory. The signing of a contract by the applicant constitutes acceptance of all terms and provisions as stated in the contract.

Two (2) separate contracts are issued to certificated faculty:

- 1) Overseas Hire Employment Contract
- 2) Local Hire Employment Contract

Neither the contract(s) nor its/their terms and conditions may be altered during the period the contract is in effect without the mutual written agreement of the employee and the Board of Directors. Changes in an employee's contract will be effected by the signing of a new contract or amendment to the existing contract. Changes in policies or procedures will not affect an existing contract, but will go into effect upon signing a new contract.

AMERICAN INTERNATIONAL SCHOOL OF LAGOS
OVERSEAS HIRE EMPLOYMENT CONTRACT

These terms and conditions of employment are made and entered into between the American International School of Lagos, Nigeria, and _____, herein referred to as the employee. This agreement shall be construed and take effect in accordance with Nigerian law. These services and commitments are as stated herein:

TERM: This contract shall be effective on the 12^h day of August, 2009 and services to be rendered and the right to compensation hereunder shall continue until the 4th day of June, 2010 (185 working days) unless previously terminated in accordance with the provisions of school policy (6.000 series). The schedule of contract days will be at the discretion of the Superintendent in consultation with the Board of Directors. It is further understood that the employee's signature on this contract represents acceptance and understanding of school policy (6.000 series). (See attached). This contract is contingent upon eligibility for receipt of a Nigerian work permit.

COMPENSATION: The employee is placed on the appropriate place on the AISL Certificated Salary Schedule in terms of preparation and experience i.e. Prep—Step—. The determination of placement on the AISL Certificated Salary Schedule shall be made by the Superintendent subject to verification of applicable work experience, receipt of college transcripts, and appropriate, currently valid teaching certification. This is considered the BASE SALARY and is for the amount of \$_____. The total compensation for personnel recruited from overseas shall consist of 1) Base Salary, 2) Overseas Premium (30% of Base Salary), 3) Retirement Benefits (6% of the Base Salary). (See attached Compensation Summary.) The Board of Directors of the American International School of Lagos reserves the right to review the method of compensation at any time.

TAXES: In order to eliminate any advantage or disadvantage for overseas recruited staff, AISL has developed a tax equalization formula, which ensures that the employee will not be better off nor worse off with respect to their U.S. income obligation resulting from their temporary assignment outside of the United States. (see Policy 7.062.4). As part of such policy, AISL will withhold 20% of the employee's Base Salary. When the annual income tax return is prepared and "The Computation of Excess Federal Tax Burden" is completed, if there are any additional monies owed to or from the employee, such amount will be refunded to / paid by the employee at the end of the school year. AISL will engage a tax consultant to assist the overseas employees in completing their U.S. income tax returns and "The Computation of Excess Federal Tax Burden". The cost of these tax preparations is borne by AISL but does not include assessed penalties and additional costs due to neglect of the employee. AISL will be responsible for the employee's Nigerian PAYE taxes.

OVERSEAS HIRE EMPLOYMENT CONTRACT

SALARY PAYMENTS: The employee's net salary shall be divided into twelve equal payments and distributed to the employee the last working day of each month, from August through May. The combined payment for June and July will be made on a date to be determined by the close of school. Compensation will be paid in U.S. currency, of which a maximum of 25% may be paid in U.S. Dollar cash and the balance is paid in an overseas account.

INSURANCE: Medical, dental, long-term disability, and basic life insurance coverage will be provided by the school. AISL will make a contribution toward the payment of the premium of the insurance coverage for each employee. Spouse and children currently supported by the employee (including supported students up to the age specified by the insurance policy, living out of the home) can be included in this insurance coverage, but at the cost of the employee. Additional benefits may be made available to the employee or dependents; the excess premium of such benefits will be paid by the employee. Membership in an emergency medical evacuation plan is provided.

OTHER ALLOWANCES:

- **Airfare Transportation/Travel Allowances**

A lump sum equal to the cost of a round trip economy fare to agreed upon domicile at the end of each year of teaching providing it is not the last year of teaching. The employee and eligible dependents shall be provided this lump sum to purchase air tickets for actual air travel costs between the agreed upon domicile and Lagos, Nigeria on transfer to and from Lagos. Transportation costs shall not exceed the amount greater than an economy class commercially scheduled air travel by the most expeditious route.

- **Stop Over Allowance**

On transfer to and from Lagos, a stop over allowance will be paid for the employee and eligible dependents to assist with incidental travel expenses at the rate of \$150.00 for years 12 and over, and \$75.00 for 11 years and under.

- **Relocation Allowance**

Upon initial hire and arrival at AISL, the overseas recruited employee will be granted a relocation allowance of \$3,500.00 per employee and \$500.00 for each dependent (maximum benefit is three (3) dependents).

- **Re-signing Bonus**

Should the employee be requested to return after the initial two-year contract a re-signing bonus of \$3,000.00 per employee will be granted for each extended year. Employees resigning beyond the 5th year of continuous service are not eligible for this benefit.

OVERSEAS HIRE EMPLOYMENT CONTRACT

- **Shipment**

Upon completion of the contract with AISL, the employee will be granted a sea shipping allotment (including 20% packing weight) to their overseas domicile of 2,200 lbs per couple plus 400 lbs per dependent up to a maximum of 3,000 lbs, and 1,400 lbs for a single teacher, plus 400 lbs per dependent up to a maximum of 2,200 lbs.

HOUSING: The overseas recruited employee will be required to reside in lodging provided by AISL on the school premises. This lodging is being provided to enable the employee to adequately carry out is/her responsibilities and to ensure his/her physical well-being.

RELOCATION LOAN: A maximum interest-free relocation loan of \$10,000 for singles and couples without children, and \$12,000 for each family with dependents, will be advanced. The intent of this loan was to enable new personnel to purchase automobiles and other items needed to relocate the employee's household and family. The total loan must be repaid in dollars no later than the employee's last contractual working day of their last year of AISL employment. The employee is required to set up repayment plan at the beginning of the second year of employment.

LEAVE: Leave shall be granted to the employee according to school policy.

In the case of any dispute or difference arising between the parties hereto as to the construction of this agreement, or the rights, duties or obligations of either party hereunder, or any matter arising out of or concerning the same or the employee's employment hereunder, every such dispute and matter in difference shall be referred to a single arbitrator to be agreed upon by the parties or failing agreement to be nominated by the Chairman of the Lagos State branch of the Nigerian Bar Association in accordance with and subject to the provisions of the Arbitration and Conciliation Act, Cap. 19, Laws of the Federation of Nigeria 1990.

Employee/Date

Superintendent/Date

Board Officer/Date

Witness/Date

AMERICAN INTERNATIONAL SCHOOL OF LAGOS
LOCAL HIRE EMPLOYMENT CONTRACT

These terms and conditions of employment are made and entered into between the American International School of Lagos, Nigeria, (AISL/School) and _____, herein referred to as the employee. This agreement shall be construed and take effect in accordance with Nigerian law. These services and commitments are as stated herein:

TERM: This contract shall be effective on the 14th day of August, 2009, and services to be rendered and the right to compensation hereunder shall continue until the 4th day of June, 2010 (185 working days) unless previously terminated in accordance with the provisions of school policy (7.000 series). The schedule of contract days will be at the discretion of the Superintendent in consultation with the Board of Directors. It is further understood that the employee's signature on this contract represents acceptance and understanding of school policy (6.000/7.000 series). (See attached). This contract is contingent upon eligibility for receipt of a Nigerian work permit (if applicable).

COMPENSATION: The employee is placed on the appropriate place on the 2009-2010 Certificated Teacher Salary Schedule in terms of preparation and experience i.e. Prep ___ Step ___. The determination of placement on the AISL pay schedule shall be made by the Superintendent subject to verification of applicable work experience, receipt of college transcripts, and appropriate, currently valid teaching certification. This is considered the **BASE SALARY** and is for the amount of \$_____.

TAXES: A deduction for local taxes (P.A.Y.E) is made.

PENSION: The employee will receive a co-contribution (6% of the Base Salary) contingent upon the employee's contribution of 6% to the school preferred co-contribution plan. Staff members may contribute more than 6% per year on a voluntary basis but the school will not match the additional contributions.

SALARY PAYMENTS: Up to 25% of the base salary may be received in U.S. Dollar cash and will be paid monthly from August through June (with the July portion being paid in June). The remaining portion is paid quarterly in the months of September, December, March and June.

OTHER ALLOWANCES: Should the employee be requested to return after the initial first year contract a re-signing bonus of \$3,000.00 will be granted for each extended year. There shall be no resigning bonus for any year beyond the fifth year of continuous service.

LOCAL HIRE EMPLOYMENT CONTRACT

INSURANCE: AISL will pay a percentage or fixed dollar amount of the premium for Medical, Dental and Vision insurance under the school-preferred insurance plan (unless the employee is already insured through a spouse's insurance). Long-term disability, AD & D, and basic life insurance coverage are provided by the school. Spouse and children currently supported by the employee (including supported students up to the age specified by the insurance policy, living out of the home) can be included in this insurance coverage, but at the cost of the employee. Additional benefits may be made available to the employee or dependents, the excess premium of such benefits will be paid by the employee.

LEAVE: Leaves shall be granted to the employee according to school policy (7.070)

PROBATION: It is understood that the employee is placed on a 90-day probation period, subject to satisfactory performance and will be evaluated in accordance with our employment policy (7.051).

Neither the contract nor its terms and conditions may be altered during the period the contract is in effect without the mutual written agreement of the employee and the School.

In the case of any dispute or difference arising between the parties hereto as to the construction of this agreement, or the rights, duties or obligations of either party hereunder, or any matter arising out of or concerning the same or the employee's employment hereunder, every such dispute and matter in difference shall be referred to a single arbitrator to be agreed upon by the parties or failing agreement to be nominated by the Chairman of the Lagos State branch of the Nigerian Bar Association in accordance with and subject to the provisions of the Arbitration and Conciliation Act, Cap. 19, Laws of the Federation of Nigeria 1990.

Employee/Date

Superintendent/Date

Board Officer/Date

Witness/Date

EDITED JUNE 5, 2009

C. CERTIFICATION

1. Certificated Staff

North American teaching and administration certification is viewed as necessary to implement an enriched American curricular program. The Board recognizes the importance of updated certification for all professional personnel. Therefore, prospective teachers must be certified and must also have recent job experience in the area and at the level required by the position. Employment priority will be given to those who have certification. The Certificated Salary Schedule shall also reflect that priority.

The Superintendent will determine equivalency for non-U.S. trained personnel.

2. Non-Certificated Staff

Exceptions to the above may be made in the event there are no certificated or experienced teachers available to fill a specified position. These exceptions require prior approval of the Board of Directors. If a non-certificated teacher is hired, the following guidelines shall be followed:

- a) The supervising Principal shall review and evaluate non-certificated teachers during the first thirty (30) days of employment to determine whether they are performing at the expected level. Review and evaluation shall occur regularly thereafter to ensure that expected performance levels are being maintained;
- b) The salary of non-certificated teachers shall be at the lowest level of qualifications on the Certificated Salary Schedule.
- c) In the event the non-certified teacher obtains a valid certification during the school year, and submits such documentation to the School, salary schedule placement will be adjusted retroactively to the beginning of the current school year.

3. Maintaining Certification

All certificated teaching and professional staff are expected to maintain current U.S. certification (endorsement). Failure to do so may jeopardize employment status. All certificated employees are required to complete a minimum of fifteen (15) Credit Hours every five (5) years. Professional Development Workshop Clock Hours may be used in lieu of credits. Ten (10) Clock Hours are equal to one (1)

Quarter Credit.

The School understands that maintaining U.S. certification may be difficult for some Local Hire faculty. However, the School provides a variety of Professional Development sessions which provide the opportunity to earn Credit Hours/Official Workshop Clock Hours. The plan for achieving the necessary professional development hours will be documented annually in the Professional Growth Plan which will become a part of the performance evaluation for all certificated faculty.

ADOPTED APRIL 24, 2007

EDITED JUNE 5, 2009

COMPENSATION AND BENEFITS

The School is dedicated to maintaining a competitive salary and benefits package. All staff shall be issued an employment contract that clearly outlines salary, benefits and method (terms) of payment. Compensation shall be in accordance with an employee's placement on the Certificated Salary Schedule (Policy 6.080). The salary and benefit provisions for certificated employees shall receive annual review by the Superintendent and the Board of Directors as part of the budgetary process.

The Board of Directors may, whenever it deems appropriate, adopt, modify or revoke policies covering salaries, salary step increments, benefits and allowances, leave, travel, housing, medical, and any other similar matter, by making corresponding amendments to the relevant policies of the Board Policy Manual or the employee's contract, provided that no such amendment shall affect the terms and conditions of employment of any staff member during the period of validity of the existing contract without the staff member's written consent. For this purpose, the policies of the Board Policy Manual in effect at the time of signature of the employment contract(s) shall be deemed to remain in effect until the end of the period stipulated in the contract.

BASE SALARY

For certificated staff, preparation and years of experience shall be used to determine Base Salary on the Certificated Salary Schedule, after verification of work experience, receipt of college transcripts, and valid teaching certification. The Administrative Salary Schedule will be used to make Base Salary recommendations for the Administrative personnel, with the approval of the Board.

Teachers whose degree(s) or certification has not been verified or submitted to the School shall be placed on the appropriate Salary Schedule at the lowest level of qualifications until the proper documentation is on file with the School.

Policy

7.062

BENEFITS

The different circumstances under which Overseas Hire and Local Hire faculty and professional staff enter into an employment contract with the School necessitate a different benefit package for the two classifications (see Policy 7.062). Most of the Overseas Hire benefits relate to the fact that the employee is temporarily relocating to Lagos in order to fulfill the terms of the employment contract.

The policy will indicate whether a benefit is specifically applicable to Overseas Hire faculty. Where not so indicated, the benefit is applicable to all certificated faculty and professional staff.

The benefits outlined hereunder shall be reviewed annually as part of the overall budgetary review and preparation process.

A. OVERSEAS PREMIUM (OSP)

The purpose of the Overseas Premium is to recognize the general hardship conditions that exist in working and residing in Lagos, and to provide a compensation premium for Overseas Hire staff. Local Hire faculty and Professional staff are not eligible to receive the Overseas Premium. This premium is not explicitly calculated to cover the cost of living differential and inflationary rates in effect in Nigeria at any given point in time. The premium is paid as a percentage of the employee's Base Salary and shall be stipulated in the employment contract.

B. PENSION

For all certificated staff, a contribution of seven and half percent (7.5%) of the Base Salary is made to each employee as a pension benefit paid monthly. Overseas hires are restricted legally from making pension or retirement contributions while overseas, and are encouraged to invest the monies to offset this restriction. Local hire certificated employees will receive a seven and half percent (7.5%) co-contribution contingent upon the employees contribution of seven and half percent (7.5%). Staff members may contribute more than seven and half percent (7.5%) per year on a voluntary savings basis; however, any additional contributions above seven and half percent (7.5%) will not be matched by the School.

C. **INSURANCE**

1. **Medical**

The School will pay a percentage or fixed dollar amount of the premium for basic medical, dental and vision insurance for certificated staff under the school-preferred insurance plan. This is indicated in the employment contract. Expenses over and above those allowed under the plan are paid by the employee. The employee may enroll eligible dependents under the school-preferred plan; however, the employee is responsible for additional costs exceeding the school contributions incurred by having Eligible Dependent under the school-preferred plan.

Overseas employees may elect to maintain medical coverage under another insurance plan. If the employee chooses to maintain coverage under another plan, the employee is responsible for all insurance premiums and payments under that plan.

Medical evacuation service is provided for all Overseas Hire employees and Eligible Dependents.

2. **Disability, Life, and Accident Insurance**

Long term disability, basic life, and accident and dismemberment insurance coverage shall be provided for each employee in accordance with the specific terms and conditions of the plan(s).

D. TAX EQUALIZATION

In order to protect Overseas Hire faculty from high local taxes, the School has developed a tax equalization formula which ensures that the employee will not pay a greater tax on Base Salary than he/she would if earning the same salary in the U.S. Consequently, Overseas Hire faculty will be responsible for paying their hypothetical U.S. income tax on their individual Base Salary. The School shall employ a U.S. income tax consultant to assist Overseas Hire in completing U.S. income tax returns. See Regulation 7.062.4.

The School is responsible for paying local income tax (P.A.Y.E.) for Overseas Hire employees only.

EXPATRIATE COMPENSATION POLICY

I. State of purpose

The purpose of this compensation policy is to eliminate any advantage or disadvantage in an employee's overall tax liability on AISL-paid earnings resulting from an employee's temporary assignment outside the U.S.A.

The policy is not to be interpreted in any manner as relieving a covered employee from responsibility for filing on a timely basis all required United States, state and foreign tax returns, and paying resulting tax liabilities within the time limits provided by applicable statute. The promptness of preparing and filing the employee's tax return and subsequent reimbursement has significant effects under the revised tax law.

II. Covered employees

An employee who resides outside the U.S. or incurs a tax liability resulting from an authorized temporary or permanent assignment in a jurisdiction other than the United States, and such assignment has been requested by American International School (AIS), is covered by this policy.

An employee covered by this policy (covered employee) shall use reasonable and legal efforts to minimize his or her foreign taxes so that tax reimbursement payments, which may be required of AIS, will be minimized. A covered employee is not required to alter the nature or timing of any transaction, which he or she would otherwise enter into in the absence of this policy.

EXPATRIATE COMPENSATION POLICY

III. Tax reimbursement computation

Any employee covered under this policy will be reimbursed for the excess, if any, for a particular tax year, of:

1. The sum of the actual “taxes covered” (see below), plus “hypothetical U.S. income taxes” (see below) withheld from the employee’s compensation by AISL over.
2. The theoretical “stay-at-home tax” (SAHT) (see below) for such employee.

If the covered employee incurs less tax than the SAHT, the difference will be reimbursed by the employee to AISL.

IV. Definitions

1. “Taxes covered” – Taxes covered under this policy include the employee’s:
 - a. U.S. federal income taxes;
 - b. Foreign income taxes;
 - c. Foreign social security, welfare and compulsory retirement payments, but only to the extent they are not refundable to the employee;
 - d. State income tax.
2. “Base compensation” – This is the base salary amount, including premiums on excess group life insurance, overtime and bonuses, but excluding foreign moving expense reimbursements and other foreign assignment allowances.
3. “Outside income” – This should include any non-AIS income or loss of the employee or employee’s spouse, except for the effect of the rental of the employee’s residence.

EXPATRIATE COMPENSATION POLICY

4. “Hypothetical U.S. income taxes” – AIS will withhold, on a monthly basis, an amount equal to 1/12 of the covered employee’s “stay- at-home-tax.” Withholding of the “hypothetical tax” will not be paid over to the Internal Revenue Service. Hypothetical withholding will be equal to 20% of base salary.

5. “Stay-at-home-tax” (SAHT) – The “SAHT” is the U.S. federal and state income tax computed on the employee’s income had he or she been a resident in the United States and not been on foreign assignment. The taxable income upon which the SAHT is computed should include:
 - a. Base compensation;
 - b. Outside income;
 - c. Actual effect of an employee renting his personal residence;
 - d. Actual itemized deductions.

In computing the SAHT, certain unusual income or transactions may be excluded from the computation. Exclusion of such income or transactions is required to be approved by the finance committee and will be evaluated on a case-by-case basis.

The reason for exclusions is intended for those situations where AIS would benefit from including income in the SAHT tax calculation that is unrelated to AIS compensation. For example, an exception from the stay-at-home-tax calculation has been provided in the past for pension income earned prior to beginning employment with AIS, but paid after beginning work in Lagos.

Additionally, an exception has been provided for deferred compensation earned by a relative but received by a covered employee due to the death of such family member.

This exception could also apply to changes in the tax law that may benefit the employee without adversely affecting AIS’ position with respect to SAHT. (For example: rollover of IRA to a “Roth” IRA.) If an exception is made, it will in no way eliminate the individual’s own responsibility for the actual U.S. tax liability related to such transaction. The designated accounting firm is authorized to take into account the exception made to the covered employee’s theoretical tax return to assure that AIS’ position is not adversely effected.

EXPATRIATE COMPENSATION POLICY

V. Foreign tax credits

Under current U.S. tax law, U.S. citizens satisfying particular foreign residency or “physical presence” requirements are permitted to exclude a certain amount of foreign earned income when calculating U.S. taxable income.

Additionally, AIS pays the Nigerian income tax incurred consistent with its philosophy of treating its employees as though they had remained in Tacoma and thus would not have been subject to Nigerian taxes.

Since U.S. tax laws allow foreign taxes to be used as “tax credits” against U.S. income tax paid on non-excluded foreign source income, it may be possible to use such credits on other non-AIS foreign source income. Therefore, AIS retains the right to foreign tax credits as a result of foreign tax payments made by AIS on behalf of AIS employees. If foreign taxes paid by AIS are used to reduce U.S. taxes on any non-AIS source income, either currently, in past years or in future years, the employee will be charged for the use of the credits under the tax equalization process.

VI. Net operating losses

In certain circumstances, an employee may end up with a net operating loss (or carryover of deductions) for a given tax year. This may occur as a result of excluding earned foreign income during the same year as when domestic losses/deductions are incurred. The employee will receive full benefit for investment losses and deductions through the equalization process even when there is indicated benefit on the current tax return. Accordingly, any tax benefit or refund resulting from a net operating loss (or carryover deduction) on the actual return, including a carry back and/or carry forward of such loss/deduction is required to be returned to AIS. The preparation of a return so affected will be paid for by AIS if AIS considers such preparation necessary.

EXPATRIATE COMPENSATION POLICY

VII. Penalties and interest

Interest and penalties on late filing of U.S. income tax returns and penalties on underpayment of estimated tax should be included in the total actual U.S. tax liability paid, if known, at the time the tax reimbursement computations are made. Where an employee does not provide on a timely basis the necessary information to prepare the applicable tax return, such employee may be liable for the resulting penalties and interest. It is AIS's intention, however, to reimburse such interest and penalties, unless they clearly result from fault of the employee.

VIII. AIS tax return positions

Each year AIS, in conjunction with the designated accounting firm, will adopt positions with respect to matters, which remain unsettled under tax laws and regulations of the U.S. and applicable foreign countries.

Tax reimbursement calculations for covered employees will be based upon the adopted positions. If returns filed by any such employee are examined and questions are raised regarding such positions, AIS will instruct the designated accounting firm to handle the examination. If such expatriate does not elect to file his returns in accordance with the positions adopted by AIS, he will be responsible for resolving any resulting disputes with the tax authorities and paying any deficiencies assessed.

IX. Other matters

1. Tax reimbursement payments will be made annually under the terms of this policy during the assignment period. Tax reimbursements under this policy due to the employee after returning to the United States will be made only upon approval of AIS.
2. As part of your assignment in Lagos, the assignee will be required to reside in lodging provided by AIS on the school premises. This lodging is being provided to enable the teacher to adequately carry out his/her employee responsibilities and to ensure his/her physical well-being.

EXPATRIATE COMPENSATION POLICY

3. If a covered employee marries during the year to non-U.S. citizen, or non-resident alien of the United States, the tax reimbursement computation referred to in Section III, will be computed as though such individual was a single person.

At the option of AIS, such employee maybe treated as single in subsequent years for “tax reimbursement computation”.

4. AIS will authorize the designated accounting firm to prepare the required U.S., state, and foreign income tax returns of each employee (and families of deceased covered employees). Such assistance may be authorized whether or not any tax reimbursement is made under this policy. The designated accounting firm will also prepare and transmit the tax reimbursement computation to AIS.
5. AIS will provide the designated accounting firm with both pre- and post-move salary estimates of employees going to, or returning from, overseas in order that the designated accounting firm can determine whether or not U.S. estimated tax payments are required. In this regard, the designated accounting firm may contact the employee for additional information.
6. AIS reserve the right to change or discontinue this policy at any time.

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E. **PREPARATORY COSTS**

AISL will reimburse Overseas Hire faculty for passport and visa fees, reasonable charges for inoculations for the employee and Eligible Dependents, as well as medical examinations incidental to certification of physical fitness for the employee and dependents.

ADOPTED APRIL 24, 2007
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F. TRANSPORTATION BENEFITS

As a result of relocating to Lagos, Nigeria, Overseas Hire staff and Eligible Dependents are entitled to certain transportation benefits. For purposes of determining the amount of any transportation benefit, Overseas Hire employees shall declare the location of the domestic domicile at the time of initial hire. The specific amounts of any allowance hereunder shall be stipulated in the employment contract.

1. Initial and Final Transportation To and From Overseas Domicile

At the commencement of the employment contract, and at the completion of the final year of service (employment contract is not renewed), the School shall provide airline transportation to employees and eligible dependents to and from the declared domestic domicile.

The employee(s) shall be given a lump sum no greater than the value of economy class tickets by the most expeditious route to purchase airline tickets. The employee(s) is responsible for any charges incurred by any change made to airline reservations.

Travel to Lagos is not authorized until such time as Nigerian visas and airline tickets are in the possession of the employee(s). Any travel costs incurred prior to that time are the responsibility of the employee(s), unless the travel is specifically authorized by the Superintendent and approved by the Board of Directors.

2. Stop-Over and Incidental Allowance

On the initial trip to Lagos and on the final return flight at the end of the contract period, a single stop-over and incidental allowance shall be paid to the overseas employee(s) and eligible dependents. The amount of this allowance shall be stipulated in the employment contract.

3. Vacation Travel Allowance

A lump sum no greater than the value of a round-trip economy class ticket by the most expeditious route shall be paid to the overseas employee(s) and eligible dependents for travel to and from the declared domestic domicile at the end of each contract year, except the final return trip home.

4. Exceptional Travel and Transportation Allowances

Overseas employees are allowed, subject to prior written approval of the Superintendent, transportation costs provided or reimbursed by the School subject to the conditions outlined below. In all cases, transportation shall be economy class by the most expeditious route.

- a) Urgent medical care is required for the employee, an immediate family member of the overseas employee (parent, spouse or child) that necessitates the presence of the overseas employee, either in Nigeria or abroad; or
- b) There is a death in the immediate family of the overseas employee (spouse, parent or child).

G. HOUSING

Overseas Hire faculty shall be required to reside in housing on the School's premises, unless otherwise designated by the Superintendent with the approval of the Board of Directors.

1. Furnishings

The School shall provide, at no cost to the employee, basic kitchen, dining room, living room, and bedroom furniture and furnishings including stove, refrigerator, freezer, washer and dryer, carpeting, lamps, water filter, and transformer.

Employees shall acknowledge receipt of household furniture and furnishings by completing and signing a Household Furnishing Inventory. Except for normal wear, the employee shall be responsible for returning all furniture and furnishings to the School in the condition in which it was received. The employee will be liable to AISL for any abnormal damage caused by negligence or improper use.

The employee shall promptly report any needed maintenance.

2. Utilities

Water, electricity, fuel, air conditioning and cable television hook-up are provided for each residence. The cost of cable television subscriptions and telephone usage are not paid by the School.

3. Assignment

All decisions related to assignment of housing shall be made by the Superintendent with reasonable consideration of the employee's needs. Single employees may be assigned to share accommodations.

H. RELOCATION BENEFITS

Overseas Hire employees shall receive certain benefits to assist in relocating to Lagos, Nigeria. The School is not responsible for and does not provide shipping of personal effects into Nigeria. The Relocation Allowance is provided in lieu of a shipping benefit. The specific amounts of such allowances under these benefits shall be stipulated in the employment contract.

1. Relocation Loan

An interest-free relocation loan shall be offered to an Overseas Hire employee or teaching couple (if both spouses are under employment contract) payable upon receipt and verification of required employment documentation.

Repayment of the loan must be initiated during the second year of the employment contract, with the total amount repaid no later than the employee's last contractual date of employment. Any remaining loan amount shall be deducted from the employee's final paycheck.

2. Relocation Allowance

A one-time relocation allowance shall be paid to each Overseas Hire employee under an employment contract, and up to three eligible dependents to assist with settling in and purchase of incidental items.

3. Final Shipment Allowance

At the completion or termination of the employment contract, a sea shipment allowance is provided to transport personal effects to the agreed overseas domicile. The weight allowance of such shipment shall be stipulated in the employment contract. Employees are responsible for any charges or costs for excess weight.

4. Import Duties

The employee shall pay any and all import or other duties, taxes or levies imposed by the Nigerian government on items imported for personal use.

5. Storage of Household Effects

The School agrees to pay the cost of storage (including packing, crating and drayage costs) of the personal goods of Overseas Hire employees up to 10,000 lbs per household. This is effective for thirty (30) days following the completion of the final contract period. Insurance for any and all personal goods placed in storage shall be the responsibility of the employee.

LEAVES AND ABSENCES

A. **HOLIDAYS AND VACATION**

Policy 7.071

Employees shall be entitled to all holidays authorized by the School. Holidays scheduled on the School calendar are subject to change.

Vacation leave for Overseas and Local Hire faculty and professional staff shall commence at the end of the school year in accordance with the School calendar.

Employees shall resume duties on the date specified by the Superintendent in accordance with the School calendar approved by the Board of Directors.

B. **SICK LEAVE**

Overseas and Local Hire faculty and professional staff shall be granted twelve (12) working days of sick leave per School year. Sick leave may be accrued from year to year up to a maximum of thirty-six (36) working days for Overseas Hire faculty and sixty (60) working days for Local Hire faculty. Unused sick leave shall have no monetary value at the termination of employment.

Accrued sick leave, up to the maximum number of days, may be applied to maternity leave (Policy 7.074). Sick leave used beyond the maximum allowable days shall be deducted from the employee's salary in the month during which the extended sick days were taken, calculated on Base Salary.

Sick leave may not be used to extend holiday, vacation, emergency, or leave without pay, unless expressly authorized by the Superintendent.

Full compensation shall be paid for any absence required for School-related injuries which occurred while performing assigned duties, but such leave shall not extend past 100 calendar days or beyond the completion of the current School year. If the disability continues beyond 180 calendar days, the Board of Directors may, upon the recommendation of the Superintendent, terminate the employee's contract. Absence due to an on-the-job injury shall not be deducted from accruable sick leave.

C. **EMERGENCY LEAVE**

Up to ten (10) days emergency leave per school year may be authorized for all certificated staff. Requests for emergency leave must have the approval of the Superintendent. Emergency leave is not accruable.

Emergency leave may be authorized under the following circumstances and/or in accordance with Policy 7.062.6.F.4 (Exceptional Travel and Transportation Allowances):

1. Urgent medical care is required for the employee, either in Nigeria or abroad; or
2. There is a death in the immediate family of the employee (spouse, parent or child);

The Superintendent may authorize extended emergency leave with full salary on a case-by-case basis, after consultation with and approval of the Board.

Emergency leave may not be used in conjunction with or to extend sick, maternity leave, holiday or vacation, or leave without pay.

D. **MATERNITY LEAVE**

After completing one (1) academic year of employment, the employee may take maternity leave without reduction in salary for thirty-six (36) working days. The date on which the employee stops teaching and the date she intends to return to normal duties shall be decided by agreement between the Superintendent and the employee, on the advice of a qualified physician.

Accrued sick leave may be applied to maternity leave up to the maximum allowable days for Overseas or Local Hire faculty as stipulated in Policy 7.072 (Sick Leave).

E. **PERSONAL LEAVE AND LEAVE WITHOUT PAY**

The Board discourages staff from taking personal leave or leave without pay. While the School recognizes that circumstances may arise when such leave may be warranted, such leave should not be considered an entitlement. Leave taken under this policy may be subject to review under the current or any future employment contract.

Requests for personal leave or leave without pay must be submitted to the Superintendent seven (7) days in advance of the requested leave date, and shall not exceed five (5) days and is non-accruable. Any personal leave over five days which is authorized by the Superintendent will be considered leave without pay. The number of personal or leave without pay days taken shall be calculated on Base Salary and deducted from the employee's paycheck in the month the leave was taken.

ADOPTED APRIL 24, 2007

PERFORMANCE EVALUATION

The purpose of evaluation of faculty and professional staff is to encourage excellence in the delivery of the School's educational program, either in classroom instruction for teachers or in the administration of the programs by professional staff. In addition, the evaluation facilitates staffing decisions. The results of performance evaluations are an integral component of the contract renewal decisions.

The Superintendent, in collaboration with the Principals, has the responsibility for developing an effective performance evaluation process and for implementing this process in consistent and timely manner. A review of the process shall be presented annually to the Board of Directors by the Superintendent.

The performance evaluation process will be based on the following guidelines:

- The focus and desired outcome of the evaluation process is supporting continual performance improvement and achievement of the highest possible level of performance by an individual teacher or staff member.
- Performance evaluation is a continuous process encompassing the total performance and professional effectiveness of the teacher or staff member.
- The timing of the evaluation process should take into account and be aligned with the contract renewal decision process.
- Formal, written evaluations are to be completed for each employee at a minimum on an annual basis.
- As indicated in the Initial Contract Period policy, all Local Hire faculty and staff are placed on 90-day probation at the beginning of employment, subject to satisfactory performance.

Performance evaluations for professional staff are the responsibility of the immediate supervisor; in most cases, the Superintendent. Performance evaluations for faculty are the responsibility of the Principals of the grade level to which the teacher is assigned.

To ensure that there is no conflict of interest in the supervision and evaluation of staff, no person shall be directly responsible for supervising and evaluating a spouse or family member.

Performance expectations and the evaluation process should be clearly communicated to all faculty and staff. Written evaluations will be signed by the employee, the supervisor and the Superintendent. The signed evaluation will become part of the employee's personnel file.

When either the formal evaluation or informal observation indicates a performance issue or issues, action should be initiated by the immediate supervisor to develop a remedial plan of improvement. The plan of improvement is to include specific, measurable performance goals and a definite timetable for achieving the goals. This plan should be developed with input from and in collaboration with the employee. The plan may or may not include a probationary period. The Superintendent will review, approve and monitor the plan of improvement along with the employee's immediate supervisor. At the discretion of the Superintendent, he/she may ask one other faculty and/or member of the professional staff to assist the employee in achieving the objectives of the plan of improvement and to monitor the employee's progress against that plan. At the end of the improvement plan period, the Superintendent and immediate supervisor will determine if:

- the performance issue has been remedied;
- additional remedial action is appropriate; or
- if termination for professional reasons is recommended.

PROFESSIONAL DEVELOPMENT

The Board of Directors is committed to supporting the professional development of all certificated faculty and professional staff in ways that support and enhance the delivery of the School's educational program. The Board will include in the annual operating budget monies for staff professional development. The Superintendent is responsible for developing the annual professional development plan for all staff.

It is also the expectation that all certificated faculty and professional staff should engage in independent professional development activities which enhance their knowledge and performance. The participation in such activities will be at the employee's own expense and time.

CONTRACT RENEWAL

The decision to offer an extension or renewal of an existing contract to certificated faculty and professional staff is the responsibility of the Superintendent. Extension offers will be based on analysis by the Superintendent of the School's overall staffing needs, budgetary considerations, staff turnover/retention cycle and individual performance. All contract renewals and non-renewals are subject to the approval of the Board of Directors.

At no time is the Board or the Superintendent obligated to renew any employment contract beyond the current expiration date nor is the employee obligated to accept an offer of contract renewal. Satisfactory performance alone does not entitle the employee to be granted a contract renewal. The non-renewal of a contract is not equated with dismissal or termination, and there is no obligation on the part of the School to justify the non-renewal relative to the performance of the employee. Decisions regarding the non-renewal of an employee's contract may be appealed to the Board. After the appeal hearing, the decision of the Board will be considered final.

The contract period for a renewed contract (in any year following the initial contract) is typically one (1) year. However, based on projections of staffing needs beyond the subsequent school year, evaluation of the turnover/retention cycle and professional development investments, the Superintendent may recommend a two (2) year contract renewal period for selected faculty and staff. For these same reasons, the Superintendent may also accelerate the contract renewal decision to offer an "early extension" before the final year of the initial contract to selected faculty and staff.

In developing the overall staffing plans, the Superintendent will be guided by the goal of managing an annual turnover rate of 20-30% for Overseas Hire faculty positions. In addition, the Superintendent will make every attempt to manage the turnover in key professional staff positions (especially Principals) such that only one (1) position is open in any given year. The Board of Directors recognizes that specific circumstances may not allow the adherence to these turnover/retention guidelines.

CONTRACT RENEWAL

The steps and timetable below provide a guideline for the contract renewal process. The Superintendent, in consultation with the Board, has the authority to alter this process and/or timetable as circumstances dictate. Refer to the Hiring process steps and timetable in Recruiting and Selection policy section (Policy 7.020) which are closely linked to and overlap with the contract renewal process.

Timeframe	Responsibility	Action
Prior to November Board meeting	Superintendent Faculty and Staff	Consult partner districts to determine policy on contract extensions Communicate definite decision to leave AISL at end of current contract period
November Board Meeting	Superintendent Board	Presents organizational structure/staffing plans for the subsequent school year to the Board of Directors, including recommendations for contract renewal Votes to approve plan and extension offers.
Last week in November	Superintendent	Extends contract renewal offers to selected staff (provisional for Local Hire) Communicates non-renewal decisions to Overseas Hire faculty and staff
No later than December 1	Faculty and Staff	Indicate written acceptance or rejection of renewal offer (Overseas Hire only)
December Exec Session	Superintendent	Presents results of contract renewal decisions to Board
No later than April 1	Superintendent	Communicates non-renewal decisions to Local Hire faculty and staff
No later than May 1		Renewal employment contracts extended to Overseas and Local Hire (following approval of Annual Operating Budget in April)
No later than June 1	Faculty and Staff	Return signed employment contract

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LENGTH OF SERVICE

The Board recognizes that there is a critical balance between maintaining staff continuity and on-the-job experience with the value of new ideas and fresh energy from new employees. It is the expectation of the Board that the Superintendent will consider this balance when evaluating staffing needs.

Although the initial contract period for Overseas Hire faculty and professional staff is two (2) years, the Board of Directors recognizes that it is in the School's best interest to maintain employment of selected Overseas Hire employees beyond this minimum period, but not indefinitely. The Board of Directors is committed to establishing policies as well as a compensation and benefits package which encourages an interest by faculty and professional staff in renewing contracts after the initial contract period. It is believed that the optimal length of service for Overseas Hire faculty and professional staff is four (4) - five (5) years, although specific circumstances may influence this guideline. The maximum, continuous length of service allowable for Overseas Hire faculty and professional staff (exclusive of the Superintendent) is six (6) years. After this period, a renewal contract may be considered if there is mutual interest in maintaining employment, but the employee will no longer be classified as an Overseas Hire; he/she will convert to Local Hire status.

There is no maximum allowable length of service for Local Hire faculty and professional staff.

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RESIGNATIONS

Any member of the certificated faculty and professional staff may terminate his/her employment contract at any time by giving thirty (30) days notice to the Board of Directors in writing of her/her intent to resign. If circumstances are such that such notice is not possible or practical, the Superintendent is authorized to accept the resignation.

Upon acceptance of the resignation by the Board, all contractual obligations shall cease as of the agreed-upon resignation date. A prorated share of salary and other benefits, if applicable, will be calculated up to this date. This amount, net of any outstanding salary advance and/or loan balance, will constitute final payment to the employee. Departure allowances as stipulated in the employment contract will be paid to Overseas Hire employees and dependents, net of any amount due to the School in the calculation of the final payment.

In the case of a failure to obtain or loss of the quota position and/or work permit after the effective date of the employment contract, the Board will consider the obligation on the part of the School to continue the terms of the contract on a case-by-case basis. At a minimum, the employee will be entitled to payment of compensation and benefits agreed upon under the terms of the employment contract for a period of thirty (30) days following the termination date. If the failure to obtain the necessary quota position and/or work permit occurs prior to the effective date of the contract, there is no contractual obligation of the part of the School.

Upon recommendation of the Superintendent, the Board of Directors has the authority to terminate the employment contract of any certificated faculty and/or professional staff member at any time with thirty (30) days advance notice for the following reasons:

- Sickness or injury which is of such a nature as to prevent the employee from the completion of his/her duties. In such cases, the contract shall be deemed terminated without fault;
- Professional reasons including, but are not limited to lack of professional qualification, ability or performance;
- Reduction in Force (see Reduction in Force Policy 7.160).

Upon termination for the illness or professional reasons, all contractual obligations including payment of compensation and benefits agreed upon under the terms of the employment contract, shall cease as of the termination date determined by the Board after consideration of the thirty (30) day notice period. A prorated share of salary and other benefits, if applicable, will be calculated up to this date. This amount, net of any outstanding salary advance and/or loan balance, will constitute final payment to the employee. Departure allowances as stipulated in the employment contract will be paid to Overseas Hire employees and dependents, net of any amount due to the School in the calculation of the final payment

TERMINATIONS AND REMOVALS

Upon recommendation of the Superintendent, the Board of Directors has the authority to terminate the employment contract of any certificated faculty and/or professional staff member at any time without advance notice for the following reasons:

- Gross breach of conduct defined as any action, either while engaged in professional duties or outside of normal duty hours, which is illegal, immoral or in anyway would reflect unfavorably on the School and/or compromises the professional reputation of the School community, including conviction of a crime in any jurisdiction. Applies to actions by a resident dependent of any Overseas Hire employee.
- Breach of any condition set forth in the employment contract and related School policies, including, but not limited to: falsification of documents, refusal or inability to provide credentials, evidence of employment which constitutes a conflict of interest and acts of insubordination or willful deceit.
- Failure to obtain and/or loss of quota position and/or work permit.

In the case of termination for misconduct or breach of contract, all contractual obligations, including payment of compensation and benefits agreed upon under the terms of the employment contract, will cease upon the effective date of termination. A prorated share of salary and other benefits, if applicable, will be calculated up to the termination date. This amount, net of any outstanding salary advance and/or loan balance, will constitute final payment or settlement to the employee, unless otherwise agreed to in writing by the Board. The Board will determine which, if any, departure allowances will be paid to Overseas Hire employees and/or their dependents.

In the case of a failure to obtain or loss of the quota position and/or work permit after the effective date of the employment contract, the Board will consider the obligation on the part of the School to continue the terms of the contract on a case-by-case basis. At a minimum, the employee will be entitled to payment of compensation and benefits agreed upon under the terms of the employment contract for a period of thirty (30) days following the termination date. If the failure to obtain the necessary quota position and/or work permit occurs prior to the effective date of the contract, there is no contractual obligation of the part of the School.

Upon recommendation of the Superintendent, the Board of Directors has the authority to terminate the employment contract of any certificated faculty and/or professional staff member at any time with thirty (30) days advance notice for the following reasons:

- Sickness or injury which is of such a nature as to prevent the employee from the completion of his/her duties. In such cases, the contract shall be deemed terminated without fault
- Professional reasons including, but are not limited to lack of professional qualification, ability or performance
- Reduction in Force (see Reduction in Force Policy 7.160)

Upon termination for the illness or professional reasons, all contractual obligations including payment of compensation and benefits agreed upon under the terms of the employment contract, shall cease as of the termination date determined by the Board after consideration of the thirty (30) day notice period. A prorated share of salary and other benefits, if applicable, will be calculated up to this date. This amount, net of any outstanding salary advance and/or loan balance, will constitute final payment to the employee. Departure allowances as stipulated in the employment contract will be paid to Overseas Hire employees and dependents, net of any amount due to the School in the calculation of the final payment.

DUE PROCESS AND APPEALS

In all cases of termination (not including contract non-renewal), the employee's right to due process will be protected, including the right of the employee to:

- Know the reasons for his/her termination;
- Discuss these reasons with his/her immediate supervisor and Superintendent;
- Request an appeals hearing before the Board of Directors.

In any recommended termination action, the Superintendent has the burden of proof to show proper cause for the termination including all documentation relevant to termination recommendation. The Board of Directors will hear the appeals within five (5) working days of receiving a written notice of the appeals request from the employee, unless agreed upon by the appellant and Board. The Board of Directors may invite the Superintendent and/or the immediate supervisor of the employee to attend the appeals hearing for purposes of witnessing and responding to the appeal.

The Board will communicate the decision of the appeals process in writing to the employee no later than three (3) days following the appeals hearing. The decision by the Board following the appeals hearing is considered final.

FORCE MAJEURE

If events outside the control of the School require the temporary or permanent closure of the School, Force Majeure may be declared. These events include, but are not limited to: action by the Nigerian government, civil disturbance, natural disasters and loss of use of the School facility. Force Majeure will be invoked only at a time of acute crisis and/or extended disruptions without anticipated resolution. It will not be invoked for short-term school closures due to any circumstance.

The Board of Directors has sole responsibility for declaring Force Majeure. Decisions by the US Consulate General, other foreign national embassies, business partners and other organizations in the community to reduce personnel due to security or other reasons, while weighed by the Board, will not necessarily cause the Board to make a Force Majeure declaration for the School.

In the event of a Force Majeure declaration, the following contractual terms and conditions will apply for certificated faculty and professional staff effective immediately from the effective date of the Force Majeure declaration.

All Overseas Hire certificated faculty and professional staff are entitled to receive:

- 100% of base salary and insurance coverage as defined in the employment contract for the first ninety (90) days following the date of declaration, or until the end of the contract period whichever is sooner.
EXCEPTION: Superintendent receives 100% of base salary and insurance coverage as defined in his/her employment contract for the first 180 days (6 months) following the date of declaration, or until the end of the contract period whichever is sooner.
- Departure transportation costs (one-way or open-ended round-trip, economy-class ticket) and stopover allowance for the employee and authorized dependents to the agreed overseas domicile, or other designated destination as determined by the Board when considering the duration of the Force Majeure closure.

FORCE MAJEURE

- Shipment of personal effects as defined in the employment contract, at the end of the 90-day salary continuation period or the end of the contract period, whichever is sooner, if the closure is permanent and/or the employment contract is terminated.

The School is not obligated to pay transportation costs for any Overseas Hire employee and/or their dependents that choose to leave Lagos prior to a Force Majeure declaration by the Board.

All Local Hire certificated faculty and professional staff are entitled to receive:

- 100% of base salary and insurance coverage as defined in the employment contract for the first ninety (90) days following the date of declaration, or until the end of the contract period whichever is sooner.

On recommendation by the Superintendent, the Board of Directors may vote to extend the salary payments beyond 90 days for all or selected Overseas Hire and Local hire certificated faculty and professional staff. In addition, the Board may authorize the extension of salary payments for the Superintendent beyond 180 days. The employment contract and salary continuation defined under this policy is automatically terminated if the employee enters into an employment contract with another organization.

With the approval of the Board of Directors, the Superintendent has the authority to ask selected essential members of staff to remain in residence (Overseas Hire) and/or maintain a regular work schedule (Local Hire and essential Overseas Hire) during the closure. These staff members will be eligible to receive a “hardship premium” for this period. The premium amount will be recommended by the Superintendent and approved by the Board of Directors in advance.

The Superintendent is responsible for defining expectations of staff prior to and during the closure and maintaining regular communication with staff throughout the period of closure. It is expected that all staff will be in regular communication with students via electronic means and/or other designated means.

Following any closure, the decision to reopen school and resume operations will be made by the Board of Directors in consultation with the Superintendent. At the time that a decision is made to resume normal School operations, the Superintendent will communicate to all staff the

effective date that they are expected to resume their duties at the School. Return transportation costs (one-way or open-ended roundtrip (purchased at time of departure) economy-class ticket) and stopover allowance will be paid for any returning Overseas Hire employees and authorized dependents from the agreed overseas domicile, or other designated destination.

Regular pay and benefits as defined in the employment contract resume on this effective return date. If an employee does not resume his/her duties on this date, the employment contract is considered terminated unless there is specific approval in advance by the Superintendent.

REVISED APRIL 24, 2007
EDITED JUNE 5, 2009

REDUCTION IN FORCE

If after resuming operations following a temporary school closure (initiated by a Force Majeure declaration) or, as a result of a serious decline in enrollment and related budgetary constraints, or as a result of a reduction in the School program for any reason, it may be necessary to reduce certificated faculty and professional staff within a contracted period (school year). The reduction plan will be developed by the Superintendent taking into account the School's needs, especially program and degree requirements for secondary students as well as staff members' qualifications, experience and certifications. The Superintendent will present the plan to the Board of Directors for approval. The Board's decision on the reduction plan will be considered final.

Any member of faculty or professional staff who is terminated because of reduction in force shall be given notice and entitled to termination benefits as described in Terminations and Removals Policy 7.130.

ADOPTED APRIL 24, 2007
EDITED JUNE 5, 2009

SUBSTITUTE TEACHERS

A. Screening and Selection

The Superintendent is authorized to employ qualified substitute teachers to provide coverage when regular staff members are absent from work. The Superintendent may delegate this responsibility to the Principal(s), but the Superintendent is ultimately responsible for all staffing decisions.

At the beginning of each school year, it is the responsibility of the grade-level Principals to pre-screen person(s) who are eligible to be selected as substitute teachers. Qualified candidates will be listed in the Approved Substitute Pool. The qualifications of the substitute teachers already in the Pool will be reviewed annually.

The respective grade-level Principals are responsible for assigning substitute teachers for regular staff members who will be absent from work. The assignment should be made as soon as possible after the absence is known. Priority will be given to these pre-screened teachers when assigning a substitute teacher. Teaching Assistants currently under contract with the School cannot be assigned as substitute teachers unless there are no available Substitute Pool candidates.

B. Qualifications

The minimum qualification for a Substitute Teacher is a college or university degree. Candidates with teaching certification are preferred.

The qualifications for long-term substitute teachers will be determined on a case-by-case basis but previous teaching experience is a minimum requirement.

C. Salary

The Superintendent, with approval from the Board of Directors, will establish the Substitute Teacher salary schedule which will determine the daily rate paid to all substitute teachers. This salary schedule will be reviewed periodically by the Superintendent and Board of Directors.

Instructional Assistants currently under contract with the School will not be paid on this schedule, but, instead will be paid a stipend for the days that they are assigned as a substitute teacher. The amount of the stipend will be set by the Superintendent.

TUTORING

As part of their regular and defined job responsibilities, both certificated teachers as well as teaching assistants are to make themselves available as needed for student conferences and extra help at any time before and after normal daily school hours. Payment for this type of assistance is expressly forbidden.

However, in cases where a student requires regular tutorial assistance, upon approval of the respective grade-level Principal or Superintendent, it is acceptable for the teacher or teaching assistant to enter into an agreement with the student's parent and/or guardian to pay a fee for this tutorial assistance. This fee arrangement is strictly between the parent and tutor and the School accepts no responsibility for any aspect of the arrangement.

All paid tutoring of students will be done outside of regular work hours and cannot interfere with the employees regular job responsibilities.