

## **ARTICLE 1 SCHOOL ADMINISTRATION (SERIES 1.000)**

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## VISION/MISSION/PRINCIPLES

### Vision

The American International School of Lagos is committed to providing an exemplary American educational experience that creates international opportunities. We celebrate the diversity of our student body in a safe and caring environment.

### Mission

**In a world class educational environment**, the American International School of Lagos inspires students to discover their passion for learning, fulfill their potential and become **responsible global citizens**.

### Principles / Beliefs

1. We believe education is a shared responsibility among parents, students, staff, administration, and the board.
2. We will provide an excellent education based on an American curriculum, using US National Standards and incorporating innovative teaching methods.
3. We will challenge all students to achieve their highest capability and potential; academically, physically, and socially.
4. We will attract and retain a highly qualified and motivated staff and will invest in their professional development and growth.
5. We will embrace our diversity by promoting an inclusive environment; one of dignity, respect and tolerance.
6. We will promote continuous improvement in all areas of the school through regular assessment and evaluation.
7. We will embrace teamwork.
8. We will conduct ourselves with honesty and integrity.

**ETHICS**

A school has a major responsibility in shaping the behavior of children and youth; and all practices and procedures of school administration should reflect the ethics inherent in a free, democratic and just society. Justice, fairness, and individual responsibility to oneself and to society are ethical considerations common to all peoples of the world and are learned not only by teaching but also by their observable practice.

**GOVERNANCE**  
**THE ASSOCIATION**

The American International School of Lagos is incorporated under the Companies Ordinance of the Federal Republic of Nigeria of 1958 as a non-profit company limited by guarantee and having no share capital. The Memorandum and Articles of Association provide the governing frame work and stipulate that parents or guardians of children attending the school are members of the Association. In addition, other persons having an interest in the objectives of the Association may be considered for membership by the Board of Directors.

## **BOARD OF DIRECTORS**

As outlined in the Memorandum of Association, there shall be nine (9) members on the Board of Directors who shall serve for a term of three (3) years. Eight (8) members shall be elected by the subscribers to the Memorandum of Association. The ninth member shall be appointed as a representative of the U.S. Ambassador and is deemed to be a member of the Association if the appointee does not have a child in the school. This provision recognizes the ongoing support of U.S. Embassy for the school's wellbeing.

The officers of the Board shall consist of the President, Vice-President, Secretary and Treasurer. New Board officers shall be selected at the last meeting of the Board of Directors in the current school year. The following procedures shall be followed in the selection of new officers:

1. Selection of new Board officers shall be held during the Executive Session of the last regular meeting of the Board of Directors.
2. The most senior officer remaining, or the Superintendent, shall oversee the selection process.
3. Nominations shall be taken by secret ballot. Board members may nominate himself/herself, or any other member, for an officer position.
4. Nominations will be read aloud and discussed. A board member may decline the proposed nomination.
5. After discussion of the proposed nominations, a final vote of the nominated positions shall be taken. Voting results will be aligned with Policy 1.400.
6. The order of nominations and election will be as follows: President, Vice-President, Treasurer, Secretary, and any identified and necessary position of authority. Each officer position will be elected before proceeding to the nomination of the next officer position.

It may also be necessary, from time to time, to appoint a Board Member to a specific position of authority, i.e., Executive Director, or any other position as deemed necessary. Such position and appointment shall be presented to the Board for a vote by the President of the Board. The new position of authority shall have clearly defined duties and/or responsibilities, and, if necessary, tenure.

**CONFLICT OF INTEREST**

Board members shall have no financial or other interests that conflict or create the perception of a conflict of interest with the school. In any given case, the Board shall decide whether any special measures are necessary such as requiring the member to refrain from voting on a particular matter.

It is the responsibility of Board members to make known to the Board any circumstances that could involve a potential or perceived conflict of interest between themselves and the school.

## **BOARD ELECTIONS**

One-third of the members of the Board of Directors, or, if not three or a multiple of three, the number nearest one-third, shall retire from office each school year. If the appointee of the U.S. Ambassador is due to retire from office then that appointee may be re-appointed for another three-year term at the discretion of the Ambassador. The election of members of the Board of Directors shall be held during an annual general meeting of the Association.

The following procedures shall be followed in preparation for conducting the election of members of the Board of Directors:

1. Members of the Board whose three-year term is to expire shall indicate to the Board whether or not they intend to be a nominee for re-election prior to the March Board meeting.
2. The Board shall form a Nominating Committee by first selecting two Board members whose terms are not expiring and/or who do not intend to be nominees for re-election. The two current Board members shall serve as Chair and Co-Chair of the Nominating Committee.
3. The Nominating Committee shall select four additional members from the Association to serve on the Nominating Committee. Members of the Nominating Committee shall remain neutral and may not, collectively or individually, campaign for any one nominee.
4. The Nominating Committee shall attempt to present a slate of nominees of not less than six (6) members of the Association in good standing who have submitted a Letter of Interest indicating their qualifications and willingness to serve if elected. Members in good standing are parents whose tuition is paid in full for the current school year.
5. When reviewing potential nominees, the Nominating Committee shall consider the following general guidelines:
  - a. Re-nomination of current Board members in order to maintain continuity of knowledge and processes.
  - b. Promotion of a healthy balance of community participation on the Board. To this extent, and to avoid possible conflicts of interest, embarrassment and misunderstanding, and to ensure that nominees, if elected, will be able to fulfill their obligations pursuant to Policy 1.504, nominees in the following categories shall be avoided:

**BOARD ELECTIONS (Contd.)**

- Heads of diplomatic missions
  - Too many individual from the same segment of the community or corporation
  - Persons likely to have a contractual relationship with the school
  - Persons whose job requires frequent or prolonged absences
- c. Nominees in the following categories shall not be accepted:
- Teachers regularly engaged at the school
  - Spouses of teachers
  - Persons associated with or engaged by a competing organization
6. The Nominating Committee will extend the deadline for submission of Letters of Interest if there is not at least one more nominee than positions available.
7. The slate of nominees will be made available to the members of the Association for at least three (3) weeks prior to the election, unless the deadline is extended.
8. The election will be conducted at an annual general meeting before the 15th day of May.
9. In the event of a tie, a run-off election will be conducted between the two candidates. Procedures on how the run-off election will be conducted shall be made available to Association members. Only members of the Association who were present during the election at the annual general meeting may vote in the run-off.

Newly-elected Board members shall be seated during the last regular/special Board meeting of the school year.

**VACANCY OR RESIGNATION OF BOARD MEMBER**

A Board member is expected to serve his/her full term of office. It is recognized, however, that circumstances or transfers may make it necessary for a member to resign before his/her term expires. In such cases, the resigning Board member should inform the President of the Board as early as possible so that a suitable replacement may be appointed. Any resignation by a Board member shall be in writing, effective to the date received by the Board or the date specified in the letter of resignation.

In the case of a Board vacancy pursuant to Policy 1.504, or resignation prior to the expiration of term as stipulated above, such Board seat shall be filled by appointment from among the members of the Association. Any such vacancy shall be advertised to the Association and interviews conducted of interested candidates. A vote shall be taken by the remaining Board members and the most suitable candidate appointed to the Board. The newly-appointed member shall serve through the remainder of the term of the Director who resigned or vacated his/her seat.

If the appointee of the U.S. Ambassador vacates his/her seat during his/her term, the position shall be filled by a new appointee nominated by the U.S. Ambassador.

## **MEETINGS OF THE AISL BOARD OF DIRECTORS**

The general school Board Meeting of the A.I.S. Board of Directors is held monthly during the school year. The general School Board meeting typically consists of two sessions. Firstly, there is a Study Session, the purpose of which is to allow the Board to seek information and discuss topics of interest with the administration. Secondly, there is a Regular Session, the purpose of which is to conduct the business of the Board.

During the Regular Session there will be a time when staff, and Association members may address, present issues, or submit questions. Both sessions are open to staff and Association members who wish to observe.

An Executive Session may be scheduled independently, or as a third session of the monthly General School Board Meeting of the A.I.S. Board of Directors, as deemed necessary by the Board. The Executive Session of the Board shall deal with matters of specific student, personnel, or financial matters where confidentiality is necessary. The Executive Session of the Board is open only to voting members of the Board plus invited relevant guests.

If necessary the Board may meet during the summer months, June, July, August, or at any time that events necessitate such a meeting and a quorum is available. Actions taken by the Board during these meetings shall be legal and binding.

ADOPTED FEBRUARY 6, 1980  
REVISED JANUARY 28, 1981  
REVISED SEPTEMBER 22, 1982  
REVISED MARCH 9, 1983  
REVISED OCTOBER 10, 1984  
REVISED SEPTEMBER 16, 1992  
REVISED SEPTEMBER 21, 1994  
REVISED MARCH 16, 1999  
REVISED JANUARY 16, 2001

**AGENDA AND MATERIALS**

The agenda for the Board meeting is prepared by the Superintendent. Members who have matters which they wish to include in the agenda should contact the President or Superintendent. The agenda and supporting documents will be transmitted by the Superintendent to Board at least three days prior to the meeting.

**RULES OF ORDER**

Robert Rules of Order will be used to govern meetings of the Board.

**MINUTES OF THE BOARD**

The proceedings of the Board shall be recorded in its official minutes and then be approved or approved as amended at the next meeting of the Board. Thereafter, they become part of the permanent records of the Board. The Board reserves the right on matters considered sensitive to consider all or any portion of the minutes to be confidential. In such circumstances the confidential minutes shall be made available only to members of the Board.

**QUORUM**

Policy

A quorum of the Board shall consist of five members. If it is necessary to hold an emergency meeting in order to protect or maintain the safety and integrity of the school, a quorum shall consist of at least two (2) members of the board present and voting.

**QUORUM**

Regulation

The Board member(s) calling an emergency meeting shall make attempts via phone, fax, and email to contact the Superintendent and other AISL Board members to inform them of the circumstances necessitating the meeting and include them in the problem resolution as prudent.

## **POLICY AND REGULATION ADOPTION**

### Policy Adoption

Policies introduced and recommended to the Board shall not be adopted until a second reading at subsequent meeting. Thus, time shall be given to permit further study and also give opportunity for other interested parties to react. Temporary policy approval may be granted by the Board to meet emergency conditions or special events.

### Regulation Adoption

Regulations may be adopted by the Board when the Board believes a more specific or detailed explanation is helpful to direct the Administration in implementation of the policy. Regulations introduced and recommended to the Board may be adopted after a first reading in the Regular Session. The Appendix to the Policy Manual is considered as Regulations and includes such items as key job descriptions.

**Policy**

1.501

**POLICY VOIDS AND AUTHORIZATION TO ACT**

In cases where emergency action must be taken and where the Board has provided no guidelines for administrative action, the Superintendent shall have the power to act, but his/her decision shall be subject to review by action of the Board at its regular meeting. It shall be the duty of the Superintendent to inform the Board promptly of such action and of the needs for policy.

ADOPTED FEBRUARY 6, 1980

**SUSPENSION OF POLICY**

The Board reserves the right to add to, to delete, to amend, or to temporarily suspend any policy by a simple majority vote. The additions, deletions or amendments take effect with adoption and supercede all previous policies.

ADOPTED FEBRUARY 6, 1980

**APPEALS**

All appeals and/or questions to AISL policy must be submitted in writing to the Superintendent for transmittal to the Board. The Board President shall appoint a committee of three Board members to review and investigate such appeals. The committee will respond in writing to the appeal within ten (10) school days.

## **RESPONSIBILITIES OF THE BOARD OF DIRECTORS**

In the governance role, the Board has all of the duties and responsibilities assigned in the Memorandum and Articles of Association. In addition the Board has a collective as well as individual responsibilities by virtue of being a member.

As a collective body, the Board has the responsibility:

1. to comply with all applicable laws of Nigeria,
2. to establish annual Board and Administration goals in collaboration with the Superintendent as well as regularly review and update the School's Strategic Plan,
3. to contribute to the development and improvement of educational opportunities of all children and youth in the school,
4. to hire and evaluate the Superintendent who will in turn implement the policies of the school,
5. to develop personnel policies, including policies designed to attract, retain, and develop personnel needed to realize the educational objectives of the school,
6. to develop financial policies which will provide the necessary resources to fund the school program,
7. to keep the people of the community intelligently informed about the AISL program,
8. to be sensitive to the educational hopes and aspirations of the AISL community,
9. to appraise the activities of the school in light of the goals or objectives established.

Individually, Board members' are expected to perform within the following guidelines:

1. Attendance:
  - a. Official Board Meetings and Retreats: Board members are expected to attend at least 70% of the regularly-scheduled meetings and should not be absent from more than two consecutive meetings.
  - b. School Events and Functions: Board members should endeavor to attend school events and functions. The intent is to be in-touch and accessible with the community of AISL so to best represent the general interest of the school.

## **RESPONSIBILITIES OF THE BOARD OF DIRECTORS**

2. Workload: Board members are expected to make themselves available to participate in the various sub-committees formed by the board, actively participate in email and other discussions, and work on board goals and assignments.
3. Behavior: Board members should be aware of how their individual behavior may be perceived by the community and be careful not to:
  - a. Show preference to specific staff members of AISL (lobbying for, addressing members of the community on their behalf, etc.)
  - b. Make or endorse statements that may:
    - i. Cause disharmony within the Board
    - ii. Bring disrepute to the Board
  - c. Accept any gift of more than a nominal value from:
    - i. Any member of staff or their spouse
    - ii. Perspective candidates for employment
    - iii. Or others that may have or are seeking business with AISL.
  - d. Disrespect the confidentiality of Board Meetings and discussions.
  - e. Utilize their position for personal gain.

Any Board member who is unable to work within the guidelines stated in this policy will not be able to fully support the Board in conducting its business and in representing the general interests of the School. Recognizing that each situation is different, the Board President will be responsible for monitoring adherence to these guidelines by Board members and will work directly with the member to redress the problem. It is expected that, at any point in time during a Board member's tenure, he/she becomes unable or unwilling to meet the attendance and/or workload expectations or adhere to the behavior guidelines, that he/she will voluntarily resign from the Board without delay. If the nature of the violation is sufficient to cause concern that the work of the Board or the interest of the School are being undermined or seriously compromised, the Board President in consultation with other Board members, will initiate proceedings to remove the member from the Board. Initiation for removal proceeding requires a 2/3<sup>rd</sup> majority vote of the Board. Removal proceedings are defined in the Articles of Association of the School.

ADOPTED FEBRUARY 6, 1980  
REVISED APRIL 8, 1987  
REVISED JUNE 1, 1988  
REVISED NOVEMBER 17, 1998  
REVISED APRIL 20, 1999  
REVISED MARCH 20, 2007

**PARENT/COMMUNITY INVOLVEMENT**

It is the policy of the Board of Directors that having an open communication and mutually supportive relationship among the Board, Parents, Staff, Administration and Community is in the best interest of the school.

ADOPTED JUNE 1, 1988  
(RENUMBERED MAY 17, 1989)  
REVISED NOVEMBER 16, 1999

**BOARD - SUPERINTENDENT RELATIONS**

For the effective operation of the AISL it is a prerequisite that the relationship between the Board of Directors and the Superintendent is one of mutual trust and confidence. Consequently the expectations of the Board of its Superintendent shall be:

D = DUTIES

P.T. = PERSONAL TRAITS

C = COMMUNICATIONS

1. Capable and efficient day-to-day handling and administration of the general policies established by the Board and in the Memorandum of Association, D
2. Ability to delegate and communicate the Board's decisions to the relevant persons or parties be it internally or externally, D
3. Sufficient administrative and financial insight to keep the Board up-to-date on the financial position of the school, including the regular submission of statement and budgets and the daily control of the school's accounting functions, D
4. Will be supportive of Board decisions, even those with which the Superintendent personally does not agree, D
5. Will respect privileged communications from executive sessions and from other administrative sources, D
6. Will be chief motivator for solid, constructive and creative performance, D
7. Will protect the Board against unfair and unfound criticism, D
8. Will attend all Board Meetings except on occasion when his own status may be under consideration, D
9. Impeccable behavior and integrity, P.T.

**BOARD - SUPERINTENDENT RELATIONS**

10. Sensitivity to and monitoring of the concern of the school's community, its pupils and staff, P.T.
11. Will exercise considerable self-control in pressure situations, P.T.
12. Will be willing to share credit with others for accomplishments while not blaming others for unsuccessful ventures. P.T.

In turn, the Superintendent may expect of its Board;

1. To annually review and adopt the Superintendent/Board Working Agreement, D
2. To be impartial in all matters, its overriding concern being the continued welfare of AISL, D
3. To recognize that the Superintendent is engaged in his capacity as chief administrator in all aspects of the educational enterprise and should be consulted accordingly, D
4. To give whole-hearted support of his/her application of the policies, rules, and regulations which together they have agreed to follow, D
5. To provide sufficient administrative and clerical assistance so that his/her talents, as an educational leader are not buried under a mass of technical detail, D
6. To give assurance that the Board will call his/her attention promptly to any act or failure to act of his/her which the Board does not generally approve, and will discuss with him/her suggestions for its correction, rather than to let such an area of criticism build up in silence, D
7. To assure there is freedom from approaches by Board members seeking special or personal privileges either directly or indirectly, D

**BOARD - SUPERINTENDENT RELATIONS CONT'D**

8. To provide for his attendance at important educational meetings which may contribute to his/her professional growth and competency, D
9. To set clear goals and expectations, policies and procedures, D
10. To perform the Superintendent's job evaluation fairly and consistently, D
11. That members will systematically do their homework on issues and policies prior to the Board Meetings, D
12. To promote a climate of trust, confidence, honesty, caring candor, openness and sincerity, D
13. To give clear directions in regard to the responsibilities, of the Superintendent and his/her relationship with the Board, C
14. To pass on complaints or concerns expressed in regard to the operation of AISL, C
15. To acknowledge the "team" relationship between himself/ herself and the Board with its resulting sense of belonging, sharing of responsibility, opportunities for growth and achievement, and credit for accomplishment, C
16. To consistently assure that there will be no surprises. C

**RESPONSIBILITY**

The Board of Directors is responsible for the recruitment and selection of the AISL Superintendent. The selection of a new Superintendent is the single most important responsibility of the School Board. The Board recognizes that the Superintendent selection will affect the quality and direction of the educational program of the school for many years.

## **QUALIFICATIONS**

The school requires a Superintendent who has a history of successful management performance, a proven record to substantiate a commitment to standards of professional excellence and personal integrity, and who will be adaptable and resourceful in the Lagos environment. The minimum qualifications include:

- Extensive administrative and teaching experience in an American curriculum program
- Experience as a Head of School, Director or Principal, preferably in an international school
- An advanced professional degree with current Superintendent (or equivalent) certification.

In addition to these minimum requirements, the Board will be responsible for defining and articulating the specific desired qualifications/skills/characteristics of the person who would best suit the school at that time. The Board should involve all constituency groups (i.e. faculty, staff, parents, students) in the definition of these qualifications.

## HIRING PROCESS AND TIMETABLE

Because of the importance of the position, the Board will engage the services of one of the internationally recognized educational consulting firms (i.e. ISS, Search Associates, ECIS) to assist with the search. The search will not be limited to candidates from a single district or location but will be open to all qualified candidates.

The Board recognizes the importance of conducting a timely and well-managed search. It is critical that the Superintendent search follow generally accepted practices for recruitment of heads of international schools. Ideally, the recruitment for a new Superintendent should begin in September and conclude before the end of December. At the latest, the new Superintendent should be selected by mid-January in order to participate in faculty recruiting which begins in late January. Together with the new Superintendent, the Board will determine if it is in the School's interest for the existing Superintendent to accompany new Superintendent for the recruiting trip(s).

The timetable and steps below provides a guideline for the Superintendent hiring process. The Board has the authority to alter this process and/or timetable as circumstances dictate, particularly on the advice of the search firm.

No later than 2 <sup>nd</sup> week of September (Fall Retreat)	Determination that new Superintendent will be recruited. Either: Superintendent informs Board of desire to not renew contract for the subsequent school year OR Board votes to not offer existing Superintendent a contract extension.
No later than September Board meeting	Board selects firm to conduct executive search for Superintendent. Board selects Board member(s) to head selection process/committee.
No later than end of September	Board engages constituency groups in developing desired qualifications, skills, and characteristics of candidates.
By October 1	Qualifications finalized and published.
November Board meeting (or no later than early December)	Board selects 3-4 short-listed candidates based on qualifications rubric.
Early December (no later than early January)	Board conducts independent and thorough reference checks on short-listed candidates, to include: parents, teachers and administrators in current school. On-site interview of 3-4 short-listed candidates involving all constituency groups. Board selects the top candidate and extends the job offer.

ADOPTED FEBRUARY 6, 1980  
REVISED APRIL 26, 2000  
REVISED FEBRUARY 20, 2007  
REVISED MAY, 2009

**INITIAL CONTRACT**

The initial contract for the Superintendent will be for a three (3) year period. The Board recognizes that it is in the best interest of the School to maintain continuity in this key position for this minimum period of time.

If there is an unexpected vacancy of the Superintendent position and the timing of the vacancy does not allow the recruitment of a replacement candidate, the Board may appoint an Interim or Acting Superintendent. The contract period for the Interim Superintendent will be determined by the Board based on the timing of the vacancy and the recruitment schedule for a new Superintendent.

**SALARY SCHEDULES AND BENEFITS**

The Superintendent salary will be based on the AISL Administrator salary schedule and set by the Board of Directors at the time of the job offer (initial contract) as well as at the time of each contract renewal (when applicable). The Superintendent is entitled to all benefits set forth for Overseas Personnel (see Policy 7.0521). In addition to these benefits, the Board has the authority to offer the Superintendent additional benefits as they determine appropriate. The benefits may include but are not limited to: annual performance bonus and transportation upgrades.

**PERFORMANCE EVALUATION**

The Board of Directors is responsible for the evaluation of the Superintendent.

The evaluation of the Superintendent will be based on the annual goals established jointly by the Board and Superintendent at the beginning of the school year. The goals will become a documented part of the performance evaluation criterion for the year. In addition, the Board will evaluate the Superintendent on pre-defined, general performance evaluation criteria. This criterion will be provided to the Superintendent by the Board President at the beginning of each school year.

At the December Executive Session, the Board will develop an interim evaluation. The Superintendent will be given an opportunity to report on progress relative to the established goals prior to this evaluation. The purpose of the interim evaluation is to provide input regarding performance objectives, including areas for improvement. The evaluation will be communicated to the Superintendent by the Board President and Vice-President, or designees.

The Board will conduct the final, year-end evaluation of the Superintendent during the May Executive Session. The Superintendent will be asked to provide a written report regarding accomplishments toward the annual goals prior to this meeting. Outgoing Board members should be included in the evaluation process and newly elected Board members may be invited to participate as observers only. The final evaluation will be communicated by the outgoing Board President and Vice-President, or designees no later than the end of May. The evaluation will become a documented part of the Superintendent's personnel file.

**CONTRACT RENEWAL**

No later than the 1<sup>st</sup> week of September in the final year of the Superintendent's initial contract or in any year thereafter that an annual contract is in effect, the Board will meet to consider extending of the Superintendent's contract for an additional one year period. The Board will consider the past performance of the Superintendent as well the current and projected needs of the school as a basis for the renewal decision.

If the Board votes to offer an extended contract, the terms of the new contract should be established by the Board at that time.

The decision of the Board regarding contract renewal will be communicated immediately to the Superintendent by the Board President and Vice-President, or designees. The decision by the Superintendent to accept or reject the contract renewal offer must be communicated to the Board President no later than the 2<sup>nd</sup> week in September.

There is no obligation on the part of the Board or the Superintendent to renew the contract beyond the current expiration date.

**LENGTH OF SERVICE**

The Board recognizes that there is a critical balance between maintaining continuity and job experience with the value of new ideas and fresh energy in the position of Superintendent. It is believed that the optimal length of service for the AISL Superintendent is 5-6 years, although specific circumstances may influence this guideline. The maximum, continuous length of service recommended for an individual to serve, as Superintendent is 6 years.

## **TERMINATIONS AND REMOVALS**

The Board of Directors has the authority to terminate the Superintendent's employment contract at any time for professional reasons and/or misconduct. Professional reasons include, but are not limited to: lack of professional qualification, ability or performance. Misconduct is defined as any action, either while engaged in professional duties or outside of normal duty hours, which would reflect unfavorably on the School and/or compromises the professional reputation of the School community.

In the event of termination for professional reasons, the Board will provide the Superintendent with 30 days notice. In addition, the School will be obligated to pay the Superintendent his/her base salary to cover the remainder of the current school year or the end of the contract period, whichever is less. The Board may authorize additional payments but is not obligated to do so. The Superintendent is entitled to all benefits which are normally available to staff who are completing their employment with the School.

In the event of termination for reasons of misconduct, the Superintendent's employment contract may be terminated by the Board without advance notice. The Superintendent has a right to appeal the decision to the Board. The decision by the Board following the appeal (if applicable) is final. Compensation and benefits agreed upon under the terms of the employment contract will cease upon the effective date of termination unless otherwise agreed to in writing by the Board. The Board will determine which, if any departure allowances will be paid to the Superintendent.

The Superintendent may terminate his/her employment contract by any time by giving 30 days notice to the Board of Directors in writing of his/her intent to resign. Upon acceptance of the resignation by the Board, all contractual obligations shall cease as of that date. The Board will determine which, if any departure allowances will be paid to the Superintendent.

If for any reason, the Superintendent is unable to complete his/her contract, the Board may appoint an interim or acting Superintendent.

**AFFILIATIONS - SCHOOL-TO-SCHOOL PROGRAM**

The Office of Overseas Schools, Department of State has held that a school-to-school relationship is of mutual advantage to the overseas school and the stateside partner through a sharing of professional experience. The American International School of Lagos has formed such partnerships with the Tacoma School District, Klein Independent School District and the U.S. Consulate, Nigeria. The general purpose of these partnerships is to foster the exchange of ideas as they relate to program development, curriculum development, staffing, staff development, and cultural enrichment as set forth in the partnership agreements. It is the intent of the school-to-school program that each partner benefits equally from the experience.

The American International School of Lagos shall participate in the Association for International Schools in Africa (AISA), Near East South Asia Council of Overseas Schools (NESAS), European Council of Independent Schools (ECIS) and the Association for the Advancement of International Education (AAIE) as a part of its effort to maintain the highest standards of international education within its financial means.

ADOPTED FEBRUARY 6, 1980  
REVISED JANUARY 28, 1981  
REVISED APRIL 20, 1999  
REVISED MAY 22, 2007

**American International School of Lagos, Nigeria**  
*Tacoma School District No. 10*  
**School-to-School Agreement**

**Introduction**

The purpose of this agreement is to re-affirm the school –to –school partnership agreement between the Tacoma Public School and the American International School of Lagos, Nigeria, a relationship that has been in effect since 1965.

- 1 The American International School of Lagos, Nigeria (AIS) wants to ensure that every student enrolled will be offered the best American education, an opportunity to learn and grow intellectually, culturally, socially, and creatively to their optimal potential.
- 2 The Office of the Overseas Schools, Department of State has held that a school-to-school partnership is of mutual advantage to the overseas school and the stateside partner. Advantages that accrue to the U.S. school district include returning staff members who have been culturally enriched and adopted an expanded view of the world. The International and cultural advantages of a Lagos location enhance the backgrounds of teachers and enrich District curriculum through exposure to an international teaching assignment.

**Provisions of the Agreement**

- 1 AIS will furnish the district with a copy of the Annual Action Plan as well as a Three-Year Work Plan on an annual basis. The plans shall include but may not be limited to, anticipate staffing needs, curricular and program goals, capital facilities requirements, a methodology for evaluation of the Three-Year Work Plan and professional development strategies. The AIS superintendent, District Administrative Liaison and designated AIS Board members will meet annually to review the plans and determine areas in which the district can provide assistance. These goals will form a basis for the staff recommendations made below.
- 2 The District will identify Tacoma teachers who have expressed interest in an assignment at AIS to the AIS Board of Directors for their consideration and approval. All teaching assignments to AIS will be finalized by April 30. The establishment of the pool of interested teaching candidates is made in response to staffing needs conveyed to the District by the AIS Board of Directors; however, filling the requests will be based on the district's requirements to meet AYP staffing of highly qualified teachers.

- 3 The district agrees to provide selected staff during the two-year contract with a leave of absence consistent with District Board policies. While assigned at AIS, such employees shall be accountable to AIS with terms and conditions of employment to be determined by the AIS Board of Directors. Extensions beyond the initial two-year contract will be considered by mutual agreement between AIS and the District and shall be approved by AIS Board of Directors consistent with policy. A copy of the employee's Annual Performance evaluation shall be forwarded to the Tacoma School District for inclusion in the personnel file as provided in the employee's Personal Service Agreement.
- 4 The District will advertise all available AIS teaching positions throughout the school district and facilitate the recruitment of District staff members. Decisions regarding the size and nature of the requests will vary according to the needs and changes at AIS, with the exception of the District's need to retain teachers in hand-to-fill positions such as math, science, special education and Spanish.
- 5 The Districts shall consider, at the request of the AIS Board of Directors, granting teaching contracts and facilitating professional development in the Tacoma School for qualified, certified, locally hired teachers, subject to the availability of position(s).
- 6 The AIS Administrative Secretary, in conjunction with the District, will assist District teachers with coordinating storage, shipment details and preparation for departure and arrival in Lagos. The District will also assist Tacoma and Klein recruited staff members in necessary preparation and orientation for assignments in Lagos.
- 7 The District, at the request of AIS, shall assist with the recruitment, orientation and preparation for a limited number of teachers with international school experience consistent with the AIS Three-year Work Plan, provided that such services be provided at no cost to the district, and AIS indemnifies the district in respect of liability arising there from.
- 8 AIS will provide international in-service opportunities for selected District recruits that will assist them in keeping up-to-date with current educational methods and trends and expose them to trends outside the United States' education system.
- 9 AIS will enhance the teaching experience of District staff through an advanced academic program that also integrates information and technology into the classroom.
- 10 The District will assist AIS in purchasing of requested supplies, materials and equipment at no cost to the District; utilizing a Lagos revolving fund, AIS can make purchases through the District. Additionally, AIS will be furnished monthly budget reports regarding the expenditures of this revolving fund. AIS will reimburse the District for these services at the rate in effect at the time the purchases were made by AIS.

- 11 AIS will provide the District with material and information related to cultural diversity and /or multicultural educational strategies that enhance existing curricular programs.
- 12 AIS will foster and initiate programs with the District, and other participating schools, which will allow teachers and students in each school to develop joint programs and projects of mutual interest.
- 13 AIS through the resources of the school-to-school partnership grant with the office of Overseas School shall facilitate and fund an annual visitation by District Administrative Liaison to AIS and participation in selected conferences sponsored by AAIE, AISA, NESA, and ECIS. Any payment for direct services by the Administrative liaison or other Tacoma staff supported by the Office of the Overseas School grant.
- 14 The District will not be responsible for any damage or injuries for any reasons, or wherever incurred, to the person or property of the employee who is granted a leave of absence to accept a position with the American International School of Lagos, Nigeria.
- 15 A copy of this school-to-school Agreement will be provided to each District staff member who accepts an assignment with the American International School of Lagos, Nigeria.

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**American International School of Lagos/Klein Independent School District  
Partnership**

**Reason for Partnership**

- The mission of American International School of Lagos (AISL) is to ensure that every student enrolled will be offered the best American education, an opportunity to learn and grow intellectually, culturally, socially, and creatively to their optimal potential. Developing a mutually beneficial partnership with the highest possible caliber US based school district is critical for AISL to achieve its mission.
- The Office of Overseas Schools, Department of State, has held that a school-to-school relationship is of mutual advantage to the overseas school and the stateside partner. Advantages that accrue to the school district include returning staff members who have been culturally enriched and adopted an expanded world-view; the international and cultural impact of increasing numbers of returning staff members and the cultural advantages of a Lagos location are captured through enhancing the backgrounds of teachers and enriching Klein's curriculum through exposure to the world and as well as representing the United States in international education.

**Characteristic of Partnership**

- KISD and AISL agree that AISL can recruit KISD teachers to participate in a two year teaching program at AISL.
- AISL will provide international inservice opportunities for KISD recruits that will keep them up to date with current educational methods and trends.
- Applications are made in response to staffing requests conveyed to KISD by the AISL Board. Decisions regarding the size and nature of the requests have varied according to the needs and changes at AISL. AISL will notify KISD by June 1 prior to each school year of any recruits, by name, it wishes to obtain as a staff member for the next school year.
- It is understood that KISD will assist in identifying staff members to the AISL Board for their consideration who can provide a core of educational leadership to the AISL staff as a whole.
- KISD assists AISL with the advertisement and facilitation of the recruitment of teaching faculty.
- AISL will enhance the teaching experience with optimal class size, proper educational materials similar to those used in Klein and an aggressive academic program that integrates information with technology into the classroom.

**AISL/KISD (MOU)**

- KISD agrees to provide selected teachers during the two year program while they are at AISL with a Leave of Absence terms in KISD's Board Policy.
- KISD allows recruited teachers to maintain the insurance enjoyed as an employee of KISD and consistent with any regulations of the Texas Teacher Retirement System (TRS) while they work at AISL. AISL agrees to pay these insurance premiums (medical, dental, etc.) No insurance premiums will be paid by KISD during this two year contract.
- In addition to payment of salary and benefits, AISL, an accredited school, agrees that it will pay the recruited teachers what it would cost in dollars to purchase two years of service from TRS upon return to employment in a Texas school district. AISL agrees that this payment is made directly to the teacher. AISL and KISD agree that KISD has no responsibility to the teacher or to AISL as part of this provision of the contract.
- AISL will assist recruited KISD teachers with coordinating storage, shipment, shipping details and preparation for departure in conjunction with the Tacoma School District and the AISL Administrative Secretary (who handles all personal details concerning recruited employees).
- KISD is willing to provide professional assistance to the extent reasonably possible, to AISL in response to issues and concerns raised by the AISL Board of Directors. Such assistance could include consultation in most areas of the instructional program, technology, library facilities, accreditation, policy development and athletic facilities.
- AISL will provide the KISD with material and information related to cultural diversity and/or multicultural educational strategies that enhance curricular programs.
- AISL and KISD will maintain a consistent administrative link through the resources of AISL and KISD.
- KISD will not be responsible for any damages or injuries for any reasons or wherever incurred to the person or property of any employee who is granted a leave of absence to accept a position with the American International School of Lagos, Nigeria. KISD neither waives nor alters any immunities provided it under state or federal law.
- KISD and AISL agree that KISD and AISL will each evaluate the success of this program during the 2009-2010 school year. KISD and AISL agree that by the end of the 2009-2010 school year, KISD and AISL will make a decision regarding whether they wish to continue this Agreement. KISD and AISL agree that this Agreement terminates automatically at the end of the 2009-2010 school year unless each party gives written notice to the other party by May 31, 2010 that they wish to continue the Agreement.

- Notice is sufficient if provided as follows:  
For KISD:  
Superintendent  
Klein Independent School District  
7200 Spring Sypress Road  
Klein, Texas 7739  
For AISL:  
Superintendent  
American International School of Lagos  
Behind 1004 Federal Estates, Victoria Island  
P.O. Box 2803  
Lagos, Nigeria
- KISD and AISL agree that if the Agreement terminates, AISL must continue to pay teachers any money still owed per their service and per this Agreement.
- A copy of this partnership agreement will be provided to each KISD staff member who accepts an assignment with AISL.
- This Agreement does not create a joint venture or business partnership under Texas law.

Accepted:

Accepted:

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Klein Independent School District

American International School of Lagos

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Date

Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. CONSULATE GENERAL  
AND  
AMERICAN INTERNATIONAL SCHOOL OF LAGOS  
Effective May 22, 2007**

Whereas, the United States Consulate in conjunction with the Office of Overseas Schools, generally provides an annual grant to the American International School of Lagos (AISL) and;

Whereas, the United States Consulate views the American International School of Lagos as performing an important role in the recruitment of highly qualified mission personnel and their families and;

Whereas, the American International School of Lagos requires U.S. Consulate support to maintain highly qualified American trained Personnel and;

Whereas, the American International School of Lagos is prepared to provide quality education to the children of the American employees of the U.S. Consulate;

Therefore, the following are services provided by the U.S. Consulate under this understanding, to the American International School of Lagos's American Citizen Teachers and their families who were hired offshore for employment with the American International School of Lagos.

**SUPPORT & GUIDANCE WITH HOSE GOVERNMENT:**

Where appropriate, the U.S. Consulate General will provide AIS Lagos support and guidance with host government representation.

**AIRPORT ASSISTANCE & EXPEDITOR SERVICE**

- a. Where appropriate, assist with after-hours security escort needs to/from the Lagos International Airport.
- b. Expeditor services will be provided at a fee of \$25 U.S. dollars per employee expedited.

**RADIO EQUIPMENT**

- a. For obvious safety concerns for all children, Consulate Handheld radio(s) is/are being provided to the AISL.
- b. The AISL shall have access to the Consulate radio net.

**HEALTH UNIT ACCESS**

Where appropriate, provide guidance and support in special emergency circumstances until the unofficial patient can be transferred to another responsible medical care provider.

**AISL/US CONSULATE (MOU)**

**AERA PARTICIPATION**

Membership is authorized with appropriate deposit.

**CONSULATE IDENTIFICATION BADGE**

- a. The School Superintendent is authorized to obtain Consulate Identification Cards.

**CUSTOMS & SHIPPING**

- a. Clearance of incoming shipments for school supplies, furnishings and equipment.
- b. DOES NOT INCLUDE PERSONAL EFFECTS.

**POUCH PRIVILEGES**

- a. For special official school projects only.
- b. Must conform to required weights, and package sizes.

**ACCOMMODATION EXCHANGE**

- a. For the School on an exceptional case-by-case basis.

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Alan Latimer  
Acting U.S. Consul General

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Date

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Thomas Shearer  
Superintendent, AISL

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Date

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Michael DeLauder  
Management Officer

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Date

## **TOBACCO, ALCOHOL, INHALANTS AND DRUGS**

In order to ensure a nurturing educational atmosphere at AISL, students, staff, community members and visitors will be expected to adhere to AISL policy regarding the use of tobacco, alcohol and drugs while on school grounds. Anyone entering the school grounds during hours that students are present for scheduled student related activities shall be expected to be free from any substance or after-effects that may impair their ability. AISL has a zero tolerance policy. Details in regards to tobacco, and drugs are as follows:

### **Tobacco:**

Student, staff and community members shall be protected from the exposure to the addictive substance of nicotine. As a result:

- ▷ Use of tobacco products in the school public areas is prohibited outside of designated areas.
- ▷ Tobacco products may be used in residential areas of the school only.
- ▷ “No smoking” signs shall be displayed in public sections of the school.

### **Alcohol:**

AISL has an obligation to ensure safety on school grounds and high quality performance for all students, staff, and community members. As a result:

- ▷ Possession, consumption, or being under the influence of alcohol in the public areas of the school during school hours or during work hours is prohibited.
- ▷ Possession and consumption of alcohol in the school public areas after school hours during organized adult events is permitted providing prior administration approval is obtained.
- ▷ Possession and consumption of alcohol in the school public areas after school hours, when there is no organized event that excludes alcohol, is permitted for adults only.
- ▷ Possession and consumption of alcohol in the residential areas of the school is permitted.

**Tobacco, Alcohol, Inhalants and Drugs**

Drugs:

Students, staff, and community members shall be protected from the exposure to illicit or illegal drugs at all times. As a result:

- The use, possession, distribution, or procurement of any illicit or illegal drug as defined by Nigerian law while on school grounds (both the public and residential areas) or while operating school equipment is prohibited at all times.
- Any employee who is taking a legitimate drug or medication whether or not prescribed by the employee's physician, that may adversely affect the employee's ability to perform work in a safe manner is required to report such use of medication to the Superintendent. This includes drugs which are known or advertised to adversely affect judgment, coordination, or any of the senses, including those which may cause drowsiness. The Superintendent, in conjunction with medical staff will determine whether the employee can remain at work and whether any work restrictions will be necessary.
- Parents shall inform their child's teacher of any medication that their child is taking which could possibly affect judgment, coordination, or any of the senses, including those which may cause drowsiness or dizziness.
- Children shall not be in possession of any medication while on school grounds. If drugs are needed to be administered, parents shall give appropriate medications and instructions to the school nurse to administer. Exceptions may be made with prior written request from parents and consent from the school nurse. Should medication be required to be administered to a student during after-school activities, parents must make prior arrangements with a responsible adult.
- Confidentiality will be maintained with all medical matters by all involved (staff, Superintendent, and nurse).

Violation of this policy by an employee will be cause for disciplinary action, up to and including termination. Any parent or visitor violating this policy may be removed from the school grounds and may be restricted from future access to the school. Any student violating this policy will face disciplinary action up to and including suspension or expulsion. Disciplinary action will be determined by the AISL administration. In appropriate cases, local law enforcement agencies may be advised of violations.

### **Tobacco, Alcohol, Inhalants and Drugs**

The Administration will immediately remove anyone from contact with other students whom they believe to be under the influence of alcohol, unlawful drugs, controlled substances or hallucinogens based on observation of impaired motor coordination, inappropriate effect, physical dysfunction, or the physical manifestation thereof. The school official shall contact the parent or legal guardian.

All persons (students, staff, parent, community) who possess with the intent to deliver, or who distributes or sells alcoholic beverages, unlawful drugs, controlled substances, hallucinogens or items that purport to be any of the foregoing to other students or persons during school hours or after school activities are subject to immediate termination or removal from AISL.

Should probable cause exist that an illicit drug as defined by Nigerian law is present, AISL Administration reserves the right to inspect or search any person, place or object on school grounds (both public and private) to enforce this policy. All searches shall be witnessed by at least one staff member.

### **Tobacco**

AISL Administration reserves the right to conduct or require a drug and/or alcohol test on any employee on school grounds, or operating school equipment, or on applicants for employment. Tests are paid for by the school. For current employees, testing should only be requested if probable cause exists. A positive screen on an employee will be cause for disciplinary action, up to and including termination. An applicant who has a positive screen will not be eligible for employment. Failure to give written consent for a screen will be cause for disciplinary action, up to and including termination and will stop further school action on an applicant's request for employment.

### **DEFINITIONS**

Drug: includes any chemical or biological substance where the use has the potential to change or adversely affect the way a person thinks, feels, or acts. Drugs of concern are those that inhibit or may inhibit a worker's ability to perform their job safely and productively.

**Tobacco, Alcohol, Inhalants and Drugs**

Drug or alcohol test: means a scientifically recognized test which may include analyzing an individual's urine, breath, blood, or hair for evidence of drugs or alcohol use.

Employee: means any person employed by or performing work on school grounds, including but not limited to staff members, support staff, temporary workers, contractors, and personal employees of school employees.

Illegal drug: means any drug or substance which is legal but has not been legally obtained (including but not limited to sedatives for which a prescription for the recipient should have been obtained).

Illicit drug: means any drug or substance which is not legally obtainable and whose use, sale, possession, purchase is restricted or prohibited by Nigerian law (including but not limited to street drugs such as marijuana, and cocaine).

Medication: means a substance used for medicinal purposes and excludes illicit and illegal drugs.

Probable cause: means known facts and circumstances of a reasonable trustworthy nature and sufficient to justify that a violation of the policy has been committed.

**Tobacco, Alcohol, Inhalants and Drugs**

Public Areas: all non-residential areas of the school compound.

School hours: are hours that students are present for scheduled student related activities, as set by Superintendent and Board of Directors (Policy 3.400).

Tobacco products: includes any kind of products that can be lighted including pipe, cigar, cigarette or any lighted smoking equipment or material, or the chewing or sniffing of a tobacco product.