

AMERICAN COMMUNITY SCHOOL FOUNDATION, INC

15 Roszel Road
Princeton, NJ 08540
(609) 452-0990

CONTRACT FOR EMPLOYMENT

This contract of employment between the **AMERICAN COMMUNITY SCHOOL FOUNDATION** (hereafter called ACSF), and **XXXNAMEXXX** (hereafter called employee) shall be effective when signed by both parties. Provisions of this contract are as follows:

1. **Term of Contract:** The term of this contract is from **XXXX DATE XXX** unless otherwise terminated in accordance with paragraph seven.
2. **Duties:** Employee shall for the term of this contract perform services as an **XXXPOSITIONXXX** and perform such other school duties as stated in school policy. All duties performed under this contract shall be consistent with the educational goals of the school. A normal American academic year of approximately 189 school days shall be considered the academic year, and employee shall be free of responsibility under this contract during the normal summer school vacation months except for necessary duties in connection with the closing and opening of the school year. This contract is for full-time employment. Consistent with ACSF's philosophy of educating the whole child, all teachers are expected to contribute to student learning beyond the length of the school day. This contract is contingent upon obtaining a work permit and residency card. Should we not be able to obtain the residency card due to nationality, health, or mental health issues, the contract will be considered null and void. Teachers are also required to implement the mission statement of ACSF, and to positively promote the culture of the school. The safeguarding of all students is expected as per the code of conduct, including reporting any suspected child safeguarding issues.
3. **Physical Examination:** The employee and authorized dependents shall be examined by a medical doctor upon arrival for the purpose of obtaining residence permits. Returning employees are required to have a physical examination as described above every three years. These examinations are at the school's expense.

Non-performance under this clause of this contract may be considered grounds for termination so long as the employee has been notified twice in writing of the requirement for a physical examination. Should authorities require any inoculations or immunizations; the school will be responsible for the same.

4. **Education, Certification, and Experience:** Any statements concerning education, certification, or teaching experience furnished to ACSF by the employee in connection with, this contract that is not true and valid are grounds for termination of this contract at the option of the Superintendent. The Superintendent may require the employee to present verification of such statements as she/he may deem necessary.

5. Compensation and Benefits:

- a. **Salary:** Employee will be paid a salary of **XXXUS \$XXXX** per academic year, payable in **XXXNOOFMONTHSXX** monthly installments beginning on **XXXDATEXXX**. The summer payments for June and July shall be made in one sum on the last school day of the current year. An annual salary increment will be granted in accordance with the established salary schedule. The employee will be paid in dollars in accordance with the salary scale. A copy of the salary scale will be attached to your contract.
 - b. **Housing:** The school will provide the employee (teaching couple) Semi furnished/ furnished housing. Furnished in this contract means basic and hard furniture such as stove, refrigerator, washing machine, beds, dining table, window coverings, television, etc. (excluding clothes dryer). The employee will be responsible to provide his/her own cutlery, kitchen utensils, linen, small appliances (toaster, coffee maker, blender, etc.). The employee is responsible for the maintenance of the yard of the employee's place of residence. Sponsor-hired teachers will have a US\$5,500 utility allowance per year, per house for a single, couple or a couple with one child. For a family of four, the allowance is \$6,000.00. ACSF provided housing must be vacated seven days after the last day of school on your final departure from ACSF.
 - c. **Tuition at ACSF:** Each employee has the option to enroll a single dependent at ACS without incurring any charges, which covers tuition, CFA, and bus fees unless the spouse's employer covers the above mentioned fees.
6. **Savings Plan:** All Sponsor hired US citizens are required to be enrolled in the US Social Security program with relevant salary deductions and employer contributions as prescribed by US law. ACS is moving to a 401K retirement fund option for US Citizen Sponsored Hires, and it is scheduled to begin in January

2025. The 401K plan requires an auto-enrollment for all eligible employees unless one specifically "opts out." Employees not actively defining their terms upon enrollment in the 401k OR actively opting out of the plan will be auto-enrolled in the 401k at ACS's default position of a 5% employee match plus an additional 4% employer contribution.

7. The deposit of the employee's annual benefit of 4% of the base salary for that year, will be deposited into the school-sponsored 401(k) savings plan. This deposit will be made on the last day of each school year and reflected in the June-July paycheck. Or another plan with Interactive Brokers if the employee actively opts out of the 401 K plan.

- a. **Travel to and from Post:**

- i. **To Post:** The employee, along with their eligible dependent, who is defined as the spouse or a child up to the age of 18, provided they are still enrolled in secondary school, is entitled to this travel benefit. Children who are over the age of 18 and no longer attending secondary school are not eligible for this benefit. Both the employee and their eligible dependent will receive a one-way economy air ticket, following the most direct route from the employee's designated home of record.
- ii. **Yearly:** The school will provide the employee and their eligible dependent with a round-trip economy/excursion ticket to their designated home of record, or they may opt for a cash equivalent instead.

- b. **Relocation Allowance:** Sponsor hired personnel will receive a relocation allowance of US\$2,000 for shipping household goods (\$3,000 per teaching couple, \$500 per dependent (up to one per ACS employee) to Post. The same amount for shipping personal effects when leaving Post, and increased by 10% for each year after the initial 2 year contract at ACS. This 10% is added to the total, including dependents, for the years dependents are living in the country with their spouse/parent, starting from the third year of employment and continuing through the seventh year. From the eighth year onward, the relocation allowance will continue to increase by up to 10% annually, subject to a maximum cap of \$5,000 USD. The school will pay up to US \$500.00 only in customs duties on the inbound shipment.

- c.

- d. **Place of Residence:** The employee's home of record is defined as **XXX HOME OF RECORDXXX**. The home of record will be throughout the employee's duration at ACS, and ACS may ask for evidence to confirm the home of record. All travel authorized by this contract shall be to the

nearest international airport to the home of record or to any other place designated by the employee, which will not exceed the cost to or from his/her home of record.

- e. **In-Country Transportation:** The teacher/teaching couple is entitled to the use of a school leased vehicle, a Toyota Corolla against a monthly rental of \$360. The employee must provide the cost of petroleum products, but the school will pay all other operating and maintenance expenses including insurance. The employee agrees to keep the vehicle in good working condition and to ensure that the vehicle receives the regular periodic maintenance suggested by the manufacturer.
- f. **Medical:** ACSF participates in a group health insurance program, and this coverage is paid by ACSF. ACSF also participates in a group Life/Disability insurance program.

Medical Evacuation: This contract may be terminated in the event the employee is evacuated for medical reasons from Post. If the contract is terminated for medical reasons, the employee will be entitled to thirty (30) days of salary from date of termination plus travel and shipment of household effects as specified in paragraph 5-F.

In the event that temporary medical evacuation is required to treat the employee or a dependent at facilities outside of Post, round trip air travel will be provided to the point recommended by a physician who is acceptable to the ACSF Superintendent. An accompanying attendant will also be provided transportation if recommended by the physician.

- g. **Compassionate Visitation Travel in Event of Death or Critical Illness:** If a family member (parent, sibling, child or spouse) of the employee or his or her spouse should be critically ill or die, ACSF will provide the least expensive air travel to and from that family member's location for either the employee or spouse, but not for both. A critical illness is one in which death is imminent. The employee should provide ACSF with all possible information or documentation, which the Superintendent may require in order to make appropriate decisions. This may include a telephone call by the Superintendent to the attending physician. Furthermore, only one such trip during a school year will be authorized at ACSF expense. The employee may be authorized up to 15 days of compassionate leave at full pay in accordance with the ACS Processes and Procedures.
- h. **Sick Leave:** The employee will be entitled without loss of pay to fourteen (14) working days of sick leave per academic year. Unutilized sick leave will be carried over by the employee to subsequent contracts,

up to a maximum of seventy (70) (carry over plus new). There will be no compensation for unutilized sick leave.

- i. **Voluntary Leave Donation:** Sick days may be contributed as per the ACS Processes and Procedures for a staff member who may require long-term medical leave and have exhausted their sick days.
- j. **Personal Leave Days:** Full-time teaching and administrative employees may be given three personal leave days to conduct personal affairs that take place during school hours, which cannot be otherwise scheduled. These days are intended to allow employees to address issues that may arise during a year that are out of an employee's control or where an employee wants/needs to be away.
The use of personal leave days for travel to or from vacation or the extension of a holiday period is expressly prohibited. In all cases other than emergencies, requests for personal leave days must be submitted three days in advance in order that arrangements for substitute teachers or replacement personnel may be made. Taking two personal leave days in a row is strongly discouraged. Personal Leave days requested during the first two weeks of school or the last four weeks will not normally be approved.
- k. **Maternity Leave:** Maternity Leave will be granted in accordance with ACS Processes and Procedures.
- l. **Paternity Leave:** Paternity Leave will be provided in accordance with ACS Processes and Procedures.
- m. **Annual Leave:** In accordance with the Local Labor Law, the entitled annual leave is to be taken only during school vacations when the school is closed as per the school calendar.
- n. **Unauthorized Absences:** In accordance with school Processes and Procedures, unauthorized absences are those, which are denied by the Superintendent because they are contrary to Processes and Procedures. or in excess of allowed, leave time. Unauthorized absences may result in a letter placed in the personnel file. Unauthorized absences will be without pay, said deduction to be calculated at the ratio of the number of days absent to the number of days in the approved school calendar.
- o. **Leave Without Pay (LWOP):** The employee may be granted LWOP upon written application to the Superintendent. LWOP may result in a letter placed in the personnel file. LWOP will be calculated at the ratio used for unauthorized absences. LWOP will not be granted for extended leaves of absence like sabbaticals.

- p. **Non-Medical Evacuation:** Under certain circumstances (i.e. civil disturbances, acts of war and other civil, political or military events beyond the control of the school), the Board may decide to temporarily close the school or take other actions deemed appropriate. Ordinarily, such a decision will be made by the School Board; however in highly unusual circumstances where the Board is unable to obtain a quorum, the decision will be made by those Board members attending the meeting.

If the Board decides to close the school or take other action, the Board will also consider the need to evacuate foreign hire faculty either regionally or repatriating them to their home of record.

- i. **REGIONAL EVACUATION:** Employees would be evacuated to the nearest secure city within the region, chosen by ACSF.
1. Evacuation would be for a limited duration of time as determined by the Board and Superintendent
 2. Employees and their families would be transported to the evacuation center and returned at the school's expense.
 3. Each individual evacuated would be provided with a per diem to cover the cost of living expenses while in the evacuation center. Normally, faculty members will be housed in hotels designated by the school.
 4. Employees would be subject to recall to duty upon 48 hours' notice.
 5. Ordinarily, regional evacuation is considered short-term, that is, for a period not greater than two weeks. However, the Board reserves the right to extend the regional evacuation should conditions indicate the need to do so.
 6. During regional evacuation, employees will continue to receive all contractual benefits.
 7. Employees who do not return to their positions upon recall will be subject to the termination clause of the contract. Exceptions to this may be made on an individual case-by-case basis.

8. ACSF will provide administrative representation at the evacuation center.
- ii. **REPATRIATION:** Under circumstances where the Board decides to repatriate Sponsor-hire faculty to their home-of record, the following will apply as of their date of repatriation as set by the Board:
 1. **Salary:** A maximum of three months' salary will be provided or payment to the end of the contract, whichever is shorter.
 2. **Shipping:** The employee's contractual shipping benefits will be provided. If employees are unable to pack their belongings because of repatriation, the school will provide packing and shipping to the equivalent of the contractual entitlement.
 3. **Transportation:** Sponsor-hire faculty and their families will be repatriated to their home of record at the school's expense.
- q. **Extracurricular Compensation:** Certain extra-curricular duties as sponsor or coach be eligible for compensation beyond the regular pay scale. These duties shall be impartially offered by the Principal or designee to qualified personnel on a yearly basis, and a contract setting forth duties and expectations shall be signed and placed in the employee's file.
8. **Evaluation:** A formal performance evaluation will be conducted at least once during each year of the contract period by the Principal or Superintendent.
9. **Termination:**
 - a. **Termination for Cause:** The contract may be terminated for cause in accordance with the Local Labor Law.
 - i. After having been warned at least twice in writing or verbally in the presence of two witnesses if and when the employee fails to comply with written school Processes and Procedures. or the terms of this contract or is formally found to be performing inadequately or unsatisfactorily.

- ii. Immediately if and when the employee is guilty of gross misconduct as judged by the Superintendent in accordance with Local Labor Law.
 - iii. Termination Procedure: If an employee is to be terminated for cause under sub paragraph 7-A above, the Superintendent shall notify the employee in writing of the reason for termination.
- b. **Termination for other than Cause:** In the event the school chooses to terminate this contract for any reason, other than evacuation, it may do so by notifying the employee in writing. The notification shall state a termination date for the contract. The termination date shall be at least 90 days from the date the notification is delivered to the employee. The employee shall continue to receive all compensation and other benefits, described in this contract for the 90 day period.
- c. **Termination by the Employee:** In the event, the employee terminates his or her employment under this contract, employee and accompanying dependants shall forego all benefits including travel and transportation of personal and household effects to the home of record, along with any professional learning, advances, and allowances that may have been granted to the employee and accompanying dependants shall reimburse ACS for all expenses incurred, along with any advances and allowances that may have been granted. The employee who terminates the contract shall be responsible for the return travel of self and authorized dependents and the return shipment of personal and household effects from Post. The employee will be liable to the ACS for half a month's salary for every month remaining in the contract.
- d. **Contract Non-Renewal:** Should the Superintendent choose not to offer an employee a contract for the following year, the Superintendent's decision is final. In the event a contract is not offered, the employee will be entitled to travel costs and shipment of household effects as stated in paragraph 5-E & 5F above.
- e. **Contract Status:** When the school hires a teaching couple, they are hired as a teaching team and all benefits are shared. Continuation of this contract is dependent on both parties remaining as teachers pursuant to this shared hiring arrangement. Should marital status or living situation change the contract must be renegotiated at the discretion of the Superintendent.

10. **Grievances Process:** A grievance process is available to all staff members without reprisal per the ACS Processes and Procedures.

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12. **Continuous Service Benefits:**

Should the employee be offered and accept an additional contract upon completion of the initial two-year contract period, ACSF will pay a US \$4,000.00 bonus to each teacher for a one (1) year contract renewal after completion of the initial two (2) year contract, and \$5,000 for each subsequent year. This bonus will be paid upon the employee's return with the August paycheck.

13. **Documentation:** Costs incurred in obtaining passports, photographs, Jordanian driver's licenses, non-school-related visas, and fees at customs, except as outlined in 5-F, will be the responsibility of the employee.

14. **Intellectual Property:** Any work/document produced on behalf of ACS is the intellectual property of ACS.

15. **Technology:** All employees will sign and adhere to the appropriate use of technology as per the appropriate use policy.

16. **Confidentiality:** The employee shall keep absolute confidentiality of any matters related to ACS, even after the employee's termination of service.

17. **ACO:** The ACO is the legal entity under which the ACS is registered with the Ministry of Social Development. By signing this contract the employee is applying and agreeing to subscribe to the regular membership to the ACO. The ACO membership shall automatically terminate upon termination of employment at the school.

18. **Conflict of Interest:** Employees shall not engage in any other employment or in any private business during the hours required to fulfill assigned educational duties in accordance with ACSF Processes and Procedures..

19. **Data Protection:** ACS seeks to abide by Data Protection guidelines ACS Processes and Procedures.

20. **Background:** Background checks may be conducted on all employees, at the expense of ACS.

21. **All School Policies:** Are binding and are subject to change. Not all school policies are stated in this contract. This agreement shall be governed and construed in accordance with its term by the Local Labor Law and the ACS Processes and Procedures, which shall be considered to form a part and parcel of this agreement.

22. Employee certifies that they are legally able to sign the contract and are not bound by any other employment contract. Employee will be asked to sign a code of conduct and Technology agreement.

ACCEPTANCE

I ACCEPT ALL TERMS AND CONDITIONS STATED HEREIN.

ACSF

EMPLOYEE

Joelle Basnight
Superintendent

Name

Date

Date

Hamdi Hamdi
Associate Superintendent of
Finance & Facilities

Samar Dajani
Director of Human Resources

XXX will join/ed ACS XXXX
Salary Scale of 2025 – 2026 at XXXXX