

American Community School at Beirut
Beirut, Lebanon
LETTER OF APPOINTMENT
(Foreign hire full-time teacher. Academic Years 2011-2012 and 2012-2013)

You **NAME** are hereby appointed to the position of **Teacher** at the American Community School at Beirut, Lebanon, to perform well and faithfully your job as assigned to you in accordance with the regular program and practice of the School. You are required to be present on campus in Beirut, Lebanon available to perform your job as announced in the school's annual calendar (August 18, 2011) or as agreed with the Headmaster. This appointment terminates on June 30, 2013. Unless this contract is renewed, June 30, 2013 shall be considered the separation of employment date.

I. Salary

1. You shall receive from the School for all services satisfactorily performed by you, a remuneration that has been specified at **SALARY (U.S. Dollars)** per year, for this appointment, based on your successful evaluation for continuation of employment. Your Step level on the ACS pay scale for this year is: **STEP**. This remuneration has been defined taking into consideration a cost of living increase.
2. Starting with the date of this appointment, monthly payments of the remuneration shall be made at the end of each month (September 2011 through end of August 2013.)
3. It is your responsibility to report changes in your qualifications, credentials and personal status to the School, as this may affect your salary levels or benefits. Adjustments to salary or benefits resulting from such changes will be made effective on the next contract. Proof of such changes should be presented to the Business Office.
4. The salary is US dollars based, paid in Lebanese pounds. The average of the official daily rate of exchange over 90 days period is calculated and compared to the ACS rate of exchange every 3 months. If a difference is determined, the difference will be paid to you. Exchange rates are subject to applicable legal exchange control laws.
5. The School reserves the right to make payroll deductions as may be required by the tax and labor laws of Lebanon and the United States of America if applicable to you.

II. Benefits, Allowances and Renewal

1. **Health insurance:** Coverage includes hospitalization and outpatient care. Dental care and eye care are not covered. This coverage is extended to you, your accompanying spouse (unless such benefit is provided by his or her employer), and minor children (up to 18 years old) residing in Lebanon. At separation of employment, your medical coverage will terminate. Health insurance coverage is subject to the policies and exclusions of the insurance plan. This benefit is taxable under Lebanese income tax laws.
2. **Home leave:** An annual plane ticket for travel, at the end of the school year, will be provided to the nearest major airport to your permanent place of residence, **CITY, STATE** issued by an ACS appointed travel agent. This benefit is extended to your accompanying spouse (unless such benefit is provided by his or her employer) and minor children (up to 18 years old) residing in Lebanon. This benefit is taxable under Lebanese income tax laws.
3. **Shipping:** You will receive \$650.00 as shipping allowance at beginning and at separation of employment, as well as \$500.00 for your accompanying spouse (unless such benefit is provided by his or her employer) and \$500 for each accompanying minor child (up to 18 years old) who resides in Lebanon. This benefit is taxable under Lebanese income tax laws.
4. **Housing:** In accordance with the school housing policy. This benefit is taxable under Lebanese income tax laws.
5. **Work Permit/Residency Card:** ACS will renew your work permit and residency card for the length of employment at ACS. The residency card is extended to your accompanying spouse (unless such benefit is provided by his or her employer) and minor children (up to 18 years old) residing in Lebanon. Permission to work / reside in Lebanon is subject to the Lebanese Labor Laws. You will provide ACS with all the documents required to process the pre-work visa, the work permit and the residency card (copies of a passport valid for at least 24 months, college diplomas, passport size photos and any other personal documents / information that might be requested from you). Any penalty and / or late fees borne due to negligence on your part will become your responsibility. In case work permit or residency is delayed, denied, revoked or not renewed for whatever reason, this appointment is void, salary and benefits will cease, and no compensation will be given.
6. **Indemnity:** At separation of employment, and after submitting a completed sign-out sheet to the Business Office, your indemnity will be paid as follows: One-month gross salary for each **full** academic year completed.
7. **Transportation Allowance:** You will be paid 8000LBP for every day you attend work per Lebanese decree 501.
8. **Tuition Discount & Reimbursement:** You will receive a discount of 100% on tuition and fees, only if your accompanying child (or children) is (are) attending ACS. This benefit may be taxable under Lebanese income tax laws.
9. **Renewal:** This Contract is renewable if both parties agree. New contracts and Employee Policy Manuals when distributed are due back, signed, the second working day after the Winter Holidays. Your intention to renew or not to renew should be communicated to ACS by mid December of each year.
10. **Adjustment allowance:** You will receive an allowance to compensate you for taxes incurred on benefits such as health insurance, housing, home leave, shipping, and other. This allowance is paid quarterly and is taxable under Lebanese income tax laws. Cash value of benefits paid out to you in lieu of home leave and/or shipping benefit is treated as regular income and will be taxed with no compensation to you.

III. Other Provisions

1. It is expressly agreed and understood that the laws of Lebanon shall constitute the law controlling the interpretation of the contract and shall govern and be followed in the construction of its provisions and shall also fix the rights and obligations between you and the School. Furthermore, exclusively the courts of Lebanon shall adjudicate all rights and obligations arising out of this contract.

2. Provided your duties are completed to the satisfaction of the Headmaster, your annual vacation shall begin right after the announced last day of work for teachers. The vacation period shall end at the beginning of your assigned duties for the next academic year.

3. Termination of this letter of appointment shall be governed by the following provisions:

- a) The school may terminate this appointment without any warning at any time for any legal cause, including and not limited to verbal or physical abuse of co-workers, students, parents and other members of the community. In case of any such termination appointee's salary shall cease to be earned as of the day of termination and all allowances and benefits shall cease as of that day.
- b) The school may terminate this appointment due to illness or physical disability, which in the opinion of the school incapacitates the appointee for the performance of his duties, or renders advisable his return to his permanent residence. Under such circumstances, the Lebanese laws governing teachers in the private school sector will be applied to determine salary and benefits remuneration.
- c) The school may terminate this appointment at any time upon thirty days written notice for failure to fulfill professional responsibilities as defined in the job description or for unwillingness to support the purposes and policies of the school, as determined by the school. In such cases salary shall cease to be earned and all allowances and benefits shall cease as of the effective date of termination.
- d) This appointment may be terminated by resignation on thirty days written notice. If the appointee resigns and terminates his services prior to the beginning or completion of the term of this appointment, this appointment shall terminate on the effective date of resignation; salary, benefits and all allowances shall cease to be earned. Per the Lebanese laws governing teachers in the private school sector, the school may withhold all accumulated indemnity to pay for damages stemming from such an early resignation.
- e) This appointment may be terminated by the school for any reason beyond the control of the Headmaster and the Board of Trustees. Force Majeure due to an unexpected and disruptive event (operating to excuse either party from this contract) i.e. act of war or terrorism, natural disaster, loss of personnel etc... In such a case the emergency closing procedures and evacuation policy will apply.

4. As an ACS full-time teacher you will not accept any offers from institutions or organizations in Lebanon or outside Lebanon to participate, present or organize short workshops, seminars and conferences during the course of the ACS academic year unless approved by ACS. Foreign employees, by Lebanese law, cannot accept any paid employment, or volunteer work, at other than ACS, your legal sponsor. You will be personally responsible for complications, consequences and expenses resulting from illegal employment, including physical injuries, lost working time at ACS and deportation expenses. Fines imposed by the local authorities will be your responsibility. Illegal and unauthorized employment will lead to immediate dismissal.

5. Any details of appointment not covered in this letter shall be in accordance with the policies and practices of the School (Teacher's Policy Manual and Appendices). In accepting this appointment the appointee agrees to support the purposes and policies of the school and abide by all of the rules and regulations of the school as amended from time to time.

6. If your accompanying spouse works or accepts a job based in Lebanon or outside of Lebanon, it is your responsibility to disclose to ACS his or her working conditions including benefits and work permit. Spouse's benefits provided by ACS shall then be adjusted accordingly.

7. You agree that all terms of this appointment are set forth in this Letter of Appointment, which supersedes all prior agreements, written or verbal, and any correspondence as to the terms of this appointment. It is expressly agreed and understood that the relationship under this appointment is a new one and that you have no rights, of whatever nature, due to you from any previous relationship with the School. This Appointment shall only become effective upon acceptance by the Headmaster endorsed hereon in the space provided below.

I have read and understood the above appointment terms and conditions and the Employee Policy Manual. I accept and agree with the appointment terms & conditions, benefits, job description and responsibilities, and the Employee Policy Manual.

Appointee: NAME Sign & Date

Date: _____

Accepted, for the American Community School by:

Dr. George H. Damon Jr., Headmaster

This ___th day of _____ 2011 In Beirut, Lebanon