

# **Employment Agreement ESL Teacher 2017-18**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, between Sino Canada High School in Wujiang city, Jiangsu Province, People's Republic of China (the "Company") and (the "Teacher").

## **WHEREAS:**

- A. The Company is engaged in the provision of education services, and as part thereof operates a Canadian High School (the School) under the auspices of the Offshore School Certification Program of the British Columbia Ministry of Education in Wu Jiang City, Jiangsu Province, People's Republic of China. It also operates a Bilingual Elementary and Junior High School Program, a Chinese High School Program, an English language training for adults and students in addition to the BC High School Graduation Program; this program is a satellite program of Sino Canada High School and is not part of the BC program
- B. The Company and the Teacher have agreed to enter into an employment relationship for their mutual benefit;

THIS AGREEMENT WITNESSES that the parties have agreed that the terms and conditions of the relationship shall be as follows:

## **1 Employment Term and Hours of Work**

- 1.1 The Teacher will be employed by the School as Teacher in ESL curriculum for a fixed term commencing on or about \_\_\_\_\_ and ending on or about \_\_\_\_\_.
- 1.2 Teachers are expected to be on campus for Orientation 5 days prior to the beginning of school (The formal notification regarding specific arrival time will be issued by the School). This is not considered part of paid instructional time but rather a condition of employment.
- 1.3 The Teacher is expected to be in the office for lesson preparation if not teaching during regular school hours – except for the lunch hour.
- 1.4 During the term of employment, the Teacher shall devote himself or herself exclusively to the business of the School and shall not, during the term be employed or engaged in any capacity in promoting, undertaking or carrying on any other business, without the prior written approval of the School.
- 1.5 The Teacher will be expected to work on a full-time basis exclusively for the School. The Teacher understands and agrees that his or her hours of work will vary and may be irregular and will be those hours required to meet the objectives of his or her

employment but will be no more than 25 hours per week. (20 hours for in-class teaching and 5 hours for staff meetings and other required activities). No additional office hours after regular school time are required. (Other than staff meetings).

- 1.6 Any Teacher will be paid provided they work more than 20 hours in classroom in a given week.

The calculation for overtime based on the teaching arrangement in working days shall follow:  $\text{monthly payment}/100 \text{ hours} \times \text{overtime hour(s)}$

## **2. Job Description and Authority**

2.1 The Teacher shall have the following responsibilities and course load, subject always to the general or specific instructions and directions of the board and of the Principal, in consultation with the Teacher

- a) Plan, organize, prepare and instruct according to the requirements of the program, provide instruction in the courses assigned, and assist with supervision of students as required.
- b) Teach ESL courses assigned by the school to complete his/her assignment
- c) Develop course overviews incorporating a variety of teaching strategies and learning activities, appropriate assessment methods and linkage with PLO's.
- d) Develop detailed lesson plans or weekly plans for the experienced teachers.
- e) Assess and evaluate student progress regularly in accordance with guidelines established by teachers and administration for the ESL department.
- f) Report the results of student progress to each student in a timely manner after each assessment and to complete report cards in accordance with school policy
- g) Manage classrooms effectively; maintain good student discipline,
- h) Support the discipline standards and rules of the school
- i) Respect the values, cultural differences and expectations of Chinese students, parents and teachers
- j) Be a good role model with high professional and personal standards both in the school and in the community
- k) Comply with expectations regarding professional appearance, hygiene and dress
- l) Share ideas and/or materials developed while employed at the school
- m) Make contributions to the extracurricular programs
- n) Participate in other school activities such as proofreading English, acting as a judge for contests, receiving visitors and attending weekend ceremonies as required by the school.
- o) Be at the school Monday through Thursday 7:50 am to 4:30 pm excluding lunch hour and 7:50-11:50 on Friday (In some specific circumstances, e.g. some special events/activities will be held at the School, the work hours may vary between 7:00 AM to 5:00 PM.) Time off campus must be cleared through administration.
- p) Attend professional development and extra work days as specified in the school calendar

q) Conform to and comply with the directions and policies of the school

- 2.2 The Teacher acknowledges and agrees that the employment relationship will be governed by the standards and terms established by the School's policies as they are established from time to time and agrees to comply with the terms of such policies so long as they are not inconsistent with any provisions of this agreement. The School undertakes to involve the Teacher in consultations regarding policies and to inform the Teacher of the details of such policies and amendments thereto established from time to time.

### **3 Compensation and Benefits (School's Obligation)**

#### **3.1 About payment**

3.1.1 In consideration of the Teacher's undertaking and the performance of the obligations contained in this agreement the School shall pay and grant the following compensation and benefits:

Years at Sino-Canada	Monthly Salary
0	¥17,680
1	¥17,930
2	¥18,180
3	¥18,430
4	¥18,680

3.1.2 Chinese income tax will be paid by school. All salaries are payable on the last banking day of each month. The June pay shall be payable on the first banking day of July.

#### **3.2 About Life Insurance**

3.2.1 Enroll the Teacher in the School's basic health insurance in China.

#### **3.3 About Apartment**

3.3.1 Each Teacher who is employed is entitled to a free one-bedroom apartment provided by the School in the Building 2, 3 and 4. Should there be no apartments available at the school the teacher may stay in Zplashes Hotel for two weeks free of charge while they seek other accommodation.

3.3.2 However, if there are no apartments available in the school and then they will be given an allowance of 1200RMB a month– this only applies at the time the teacher

signs the initial contract if there are no apartments. For a couple, (both shall be employed as teachers by the School), the teachers are entitled to a free two-bedroom apartment provided by the school. If there is no apartment available in the school, they will be given 1800RMB a month.

### **3.4 About Evaluation and Bonuses**

- 3.4.1 Teachers will receive one month bonus salary after working for the whole school year and the satisfactory evaluation and approval by the school principal.
- 3.4.2 Teachers will get one month salary for August after completing the contract of whole school year and renew the contract for the following school year provided they arrive at the School in August (usually on the first day of August) to participate in different programs (Summer Reorientation Program for Pre-10 or Summer Camps) depends on the school arrangement.
- 3.4.3 Teachers who recommend qualified ESL teachers for the school will get a bonus of 3000RMB after the recommended teacher has passed his or her probation and continue the contract.

### **3.5 About other benefits**

- 3.5.1 **Airfare:** See Appendix III for airfare

To shorten the time of getting reimbursement of the flight allowance, Financial Office of Head Office provides reserve funds for ESL Center directly in the campus. Teachers get the reimbursement from ESL Center in September and March with the tickets and **boarding pass**. **The air tickets for new teachers shall be booked by the School.**

- 3.5.2 **Holidays:** The Teacher will be entitled to periodic vacations and statutory holidays in accordance with the school calendar and the laws of the People's Republic of China; including Christmas with pay.
- 3.5.3 **Leave:** permit the Teacher to take leave without pay up to one week, for compassionate leave for reasons of death or serious illness of a member of his immediate family (parents, children)
- 3.5.4 Pay the cost and facilitate obtaining a visa and work permits required by the Peoples' Republic of China for the Teacher. This is including the teacher's medical for visa purposes up to the cost of 600RMB
- 3.5.5 Allow the Teacher sick leave with pay to a max of 10 days for the duration of the contract. No more than 5 days for 1 semester. No more than 2 days unless doctor's note is provided.
- 3.5.6 Should the teacher not use any sick days he/she will be paid 200 RMB a day to the rest of days at the end of the contract.

### **3.6 Technology Stipend**

All teachers are required to purchase a portable laptop capable of connecting wirelessly to the internet for the purposes of managing the online grade book, and completing daily attendance. Teachers are also required to purchase a cell phone capable of sending and

receiving phone calls/messages for work purposes. Teachers are also required to pay for an ongoing cellphone plan while employed at the school as a way to communicate with fellow employees.

To offset the costs for this requirement, the school will provide a technology stipend in the amount of 3,000 RMB to be payable in equal installments in the first pay period of semester 1, and the first pay period of semester 2.

#### **4 Breach of Contract:**

4.1 There will be a 5000 RMB penalty assessed to the Teacher for breach of the termination notice clause in the contract, unless special permission is granted. Typically, 45 days of notice in writing is required (after the probation of 3 months).

4.2 Should the Teacher leave the employ of the school **prior** to completing six months of the contract, the Teacher will be penalized 30% of the last month payment and any airfares paid for by the School under this contract. The school pays for the airfares to the school only.

4.3 Should the Teacher leave the employ of the School **after** six months but prior to the completion of the contract, the Teacher be penalized 10% of the last month payment and any airfares paid for by the school under this contract.

4.4 The above conditions do not apply to termination of a contract by the School for just cause in which case the Teacher will be only entitled to a one-way airfare.

4.5 Should the teacher have to return to home country because of a medically certified illness that was not pre-existing prior to the teacher's employment with the school, the school will pay return airfare to the teacher and there will be no penalty charged to the teacher.

#### **5 Warranty**

The Teacher represents and warrants:

5.1 **The teacher warrants they have completed a minimum of a bachelors' degree at a recognized university and hold a TESOL or equivalent certification (TEFL or TESL) or teaching experience deemed appropriate by the school.**

5.2 that there are no restrictions, agreements or limitations on their rights or ability to enter into and perform the terms of this agreement;

5.3 that he and she will, with the School's assistance, obtain and maintain during the term of this Agreement a valid visa and work permit for the People's Republic of China.

5.4 The teacher when first hired must present a copy of a recent (no more than two months old) Criminal record check. Following that must have a criminal record check from their home country once every 5 years.

5.5 Should the teacher face any criminal charges when in China these must be reported to the School administration within two days of the charges being laid

#### **6 Confidential Information**

- 6.1 The Teacher acknowledges that as a Teacher with the School, the Teacher will acquire information (the "Information") about certain matters which are confidential to the School, which Information is the exclusive property of the School, including but not limited to, the following:
- a) teaching programs and curricula that are not in the public domain but that were developed specifically by and for the School;
  - b) lists of present and prospective students and Teachers;
  - c) school policies;
  - d) financial information; and
  - e) business plans, forecasts and market strategies, and
- 6.2 The Teacher acknowledges that the Information could be used to the detriment of the School and that the disclosure could cause irreparable harm to the School. Accordingly, the Teacher undertakes to treat confidentially all Information and not to disclose it to any third party or to use it for any purpose either during his or her employment, except as may be necessary in the proper discharge of his or her duties, or after termination of his or her employment for any reason, except with the written permission of the School.
- 6.3 The Teacher acknowledges that the School owns all Works that may be developed by the Teacher using school resources during the course of his or her employment with the School and he or she agrees to waive all moral rights to any such Works.
- 6.4 All notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes and other materials in any way relating to any of the Information or to the School's business produced by the Teacher or coming into his or her possession by or through his or her employment, shall belong exclusively to the School and the Teacher agrees to turn over to the School all copies of any such materials in the Teacher's possession or under his or her control, forthwith, at the request of the School or, in the absence of a request, on the termination of his or her employment with the School.

## **7 Non-competition**

The Teacher acknowledges and agrees that as a Teacher for the School the Teacher will gain knowledge of and a close working relationship with the School's current and prospective students and Teachers which would injure the School if made available to a competitor or used for competitive purposes.

## **8 Non-solicitation**

The Teacher agrees that during employment pursuant to this agreement and for a period of six months following termination of employment, whether such termination is occasioned by him or her, by the School with or without cause, or by mutual agreement, the Teacher will not hire or take away or cause to be hired or taken away any Teacher of the School for the purposes of employment in any business related to or competitive with the business of the School.

## 9 Termination

- 9.1 The first 3 months of the contract is probation. Teachers also can terminate the contract without obligation, but teachers will not have benefits and flight allowance from the school. No reference letter is provided by the school. If both sides are satisfied with each other, the contract will continue till the end. After 3 months' probation, teachers resign within the contract, no benefits and reference letter and release letter can be provided. Certain special circumstances will be considered by school.
- 9.2 By the Teacher by giving at least **45 school** days' advance notice in writing to the School. The School may waive such notice, in whole or in part and if it does so, the Teacher's entitlement to remuneration and benefits pursuant to this agreement will cease on the date it waives such notice;
- 9.3 By the School by giving at least 45 school days' advance notice in writing to the Teacher, the School terminates the contract. Teachers have to follow the process to leave the school.
- a) Application for terminating the contract or the notice letter from the school to terminate the contract
  - b) Returning all school stuff to the related departments with the form provided by the school office.
  - c) Getting signatures of the related department leaders on the form.
  - d) Checking out of the apartment.
  - e) Getting the payment of the last month salary in financial office
  - f) Work certificate and Visa cancellation by the school office
  - g) Getting your release letter from the school office finally
- 9.4 In addition, the School may terminate the Teacher's employment pursuant to this agreement without notice or payment in lieu thereof, for cause. For the purposes of this agreement "cause" shall include:
- a) any breach of the provisions of this agreement by the Teacher;
  - b) consistent poor performance on the Teacher's part, after being advised as to the standard required;
  - c) any intentional or grossly negligent disclosure of any Information by the Teacher;
  - d) the Teacher's violation of any local, provincial or state statute of the People's Republic of China;
  - e) conduct on the Teacher's part that is materially detrimental to the School;
  - f) personal conduct on the Teacher's part which is of such a serious and substantial nature that it would injure the reputation of the School if the Teacher is retained as a Teacher, or
  - g) any and all omissions, commissions or other conduct which would constitute cause at

law, in addition to the specified causes.

- h) Violation of the Sino-Canada “Teacher Code of Ethics”, which includes specific regulations at school and proper behaviors in class.

**9.5 Teachers who have got the warning letter for three times are to be terminated directly. No other compensations shall be applied.**

## **10 Notices**

Any notice required or permitted to be given to either party must be delivered by hand or personally to the party's address last known to the other party and will be deemed to be received on the date of hand delivery or personal delivery to such address.

## **11 Survival**

The Teacher's obligations contained clauses 3, 4 and 5, shall survive the termination of this agreement.

## **12 Severability**

In the event that any provision of this agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this agreement. If any provision of this agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

## **13 Waiver**

The waiver by either party of any breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

## **14 Entire Agreement**

This agreement constitutes the entire agreement between the parties with respect to the employment of the Teacher and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Teacher by the School are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of actions, causes of action, claim or demands whatsoever under or in respect of any agreement.

## **15 Modification of Agreement**

Any modification of this agreement must be in writing and signed by both the Teacher and the School or it shall have no effect and shall be void.

## **16 Headings**



The headings utilized in this agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this agreement.

**17 Independent Legal Advice**

The Teacher acknowledges that he or she has read and understood this agreement, and acknowledge that he or she has had the opportunity to obtain legal advice about it.

**18 Counterparts**

This agreement may be executed in several counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

**19 Currency**

All monetary amounts in this Agreement are RMB unless otherwise noted.

**20 Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

IN WITNESS WHEREOF the parties have duly executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, in the City of \_\_\_\_\_ in the Province of \_\_\_\_\_, China.

SIGNED, SEALED AND DELIVERED

by the Teachers in the presence of:

Witness of Teachers' Signature

Name

Address

Occupation

TEACHER'S SIGNATURE

DATE

The Corporate Seal of Sino Canada  
High School was affixed hereto  
in the presence of

c/s

Authorized Signatory



## **Appendix I**

### **Sino-Canada Teacher Code of Conduct**

#### **In Relation to Pupils**

1. The teacher teaches in a manner that respects the dignity and rights of all persons without prejudice as to race, religious beliefs, colour, gender, sexual orientation, gender identity, physical characteristics, disability, marital status, family status, age, ancestry, place of origin, place of residence, socioeconomic background or linguistic background.
  - a. The teacher is responsible for diagnosing educational needs, prescribing and implementing instructional programs and evaluating progress of pupils
  - b. The teacher may not delegate these responsibilities to any person who is not a teacher.
2. The teacher may delegate specific and limited aspects of instructional activity to non-certificated personnel, provided that the teacher supervises and directs such activity.
3. The teacher treats pupils with dignity and respect and is considerate of their circumstances
4. The teacher may not divulge information about a pupil received in confidence or in the course of professional duties except as required by law or where, in the judgment of the teacher, to do so is in the best interest of the pupil
5. Recognizing the unique and privileged relationship that exist between teachers and the students entrusted to their care, teachers should conduct these relationships in a way that is professional, respectful and appropriate.

#### **In Relation to School Authorities**

1. The teacher protests the assignment of duties for which the teacher is not qualified or conditions which make it difficult to render professional service
2. The teacher fulfills contractual obligations to the employer until released by mutual consent or according to contract.
3. The teacher provides as much notice as possible of a decision to terminate employment.

#### **In Relation to Colleagues**

1. The teacher does not undermine the confidence of pupils in other teachers.
2. The teacher criticizes the professional competence or professional reputation of another teacher only in confidence to proper officials and after the other teacher has been informed of the criticism.
3. The teacher does not take, because of animosity or for personal advantage, any steps to secure the dismissal of another teacher.
4. The teacher recognizes the duty to protest through proper channels administrative policies and practices which the teacher cannot in conscience accept; and further recognizes that if administration by consent fails, the administrator must adopt a position of authority.
5. The teacher as an administrator provides opportunities for staff members to express their opinions and to bring forth suggestions regarding the administration of the school.

As a member of the Sino-Canada teaching body I am governed by this code of conduct. This code becomes a part of the Appendix to my contract

**Teachers Signature:**

Date \_\_\_\_\_



## Appendix II

### 1. Excess Baggage

From point of hire to Shanghai:

The School will reimburse the new teacher for one piece of excess carry-along baggage of personal and/or teaching materials by air to a maximum of 1600 RMB if the school purchases the ticket for the new teacher. The Teacher should keep and submit the receipt for this expenditure. It is the responsibility of the Teacher to learn the excess baggage regulations of the airline being used.

Surface Transportation:

The School will pay some surface transportation costs from the School to Vancouver for teachers not returning to the School and who have fulfilled the terms of this Agreement.

The School pays:

- A. 50 kilograms for single teachers completing one year employment agreements.
- B. 80 kilograms for married teachers completing one year employment agreements with child(ren) or non-teaching spouse.
- C. 70 kilograms for single teachers completing multi year employment agreements.
- D. 100 kilograms for married teachers completing multi year employment agreements with child(ren) or non-teaching spouse.

Shipping instructions:

- A. each box can be no more than 30 kg
- B. do not tape boxes closed until the post office inspects the contents
- C. boxes can be purchased at the post office, but supplying your own is
- D. recommended
- E. the per kg allowance is based on surface shipping rate to Vancouver
- F. bring the fa piao to BC office for reimbursement up to the following amounts

50 kg = 1262 RMB  
70 kg = 1779.5 RMB  
80 kg = 2006.5 RMB  
100 kg = 2524 RMB

The teacher is responsible for customs clearance of the shipped baggage, and will be responsible for any fines caused by delayed clearance.

## **2. Airfare/Shipping for teachers hired in China and not returning to before coming to Sino-Canada.**

If the Teacher is hired in China, the School will reimburse the shipping of personal items from the previous location to a maximum of 1600 RMB in lieu of the extra baggage from Canada.

A. Should the teacher move from one city in China to the school, the school will cover the transportation costs from the Chinese city where the teacher is hired to the school, either by air or by train as approved by the School. The School will pay that Teacher's one-way economy class airfare to the Teacher's home country when this Agreement has been fulfilled.

B. If the Teacher is new or returning, travel arrangements to and from the School for the summer break are detailed in Appendix III (Annual Travel Arrangement).

## **3. Apartments Arranged by the School**

Note: The conditions below do not apply if the Teacher chooses not to stay in an apartment arranged by the School. (The Teacher who chooses not to live in apartments arranged by the School is required by Chinese law to sign a form from the local public security bureau granting permission to live elsewhere.)

The current rate for a one bedroom apartment is 1200 RMB per month and for a two-bedroom apartment is 1800 RMB.

The Teacher will pay metered utilities. The current rate for electricity is 0.56RMB per kwh, for water 2.68RMB per tonne and for gas 14RMB per cubic meter. Teachers pay their own phone and satellite TV costs. Internet is free. (Some rates can be changed by the government without prior notice.)

Local cable TV is free and may include two or three English channels. The Teacher will be required to remove his personal belongings to a room provided by the hotel during the months of July and August unless the Teacher wishes to pay rent for those months. Rent for the summer months when the suite is unoccupied is 600 RMB a month

## **4. Food Costs:**

Meals at the Sino Education Park cost about \$2 CAD to \$5 CAD per meal. Some fresh fruit, vegetables, meat and some basics (rice etc.) are available about 5 km away at costs less than in Canada. The Teacher also has the option of shopping in Shanghai for cuts of meat that cost as much or more than in Canada. The overall cost depends upon choices made by the Teacher.

## Appendix III

### Annual Travel Arrangement

Zones	Zone 1	Zone 2	Zone 3	Zone 4
	Vancouver/Victoria	Calgary/Edmonton	Regina/Saskatoon	Winnipeg/Thunder Bay
	9,500 RMB	9,500 RMB	9,500 RMB	9,500 RMB
	Zone 5	Zone 6	Zone 7	Zone 8
	Toronto/Ottawa	Montreal/Quebec	Halifax/Fredericton	USA/UK/Australia/New Zealand
	9,500 RMB	9,500 RMB	9,500 RMB	8000 RMB

- Teachers must book their own ticket. New teachers will be booked by the school.
  - The Airport area must be declared previous to booking ticket and must be the nearest airport to their residence from the above zones. Once declared there can be no changing as long as teacher is employed by the school. Teachers hired from areas not listed and returning to the area they were hired from that will be considered your residence (example – if hired from Taiwan and you return to Taiwan then that will be considered your residence)
  - If the teacher books the ticket and turns in the e-ticket before June 15<sup>th</sup>, then the teacher will get 5500 RMB before last day of school. It is now required that boarding passes must be submitted for full fare tickets. The balance will be refunded when the boarding pass is turned in when the teacher returns in August.
  - The balance according to the airport chosen will be given when they turn in the boarding pass - No other allowances will be given. If the ticket is less than the amount given in the zone then the teacher must submit fapios or receipts for travel – this can be travel in Canada or elsewhere but must be in the current year. So, if you are able to find a cheaper ticket you can use the additional amount for travel and get that refunded up to the maximum amount for the zone. If you do not, you will get actual reimbursement of the value of the ticket up to the maximum amount allowed in the zone.
  - A spouse who is not employed by the school will get maximum of 6000 RMB only if they travel to and from their residence - not to or from other locations. And for the independent family, children will get maximum of 6000RMB only if they travel to and from their residence in total.
  - For a first-year teacher the spouse must accompany the teacher and stay for at least one semester. Must turn in receipt and boarding pass - reimbursement will be made after a period of one semester. Maximum reimbursement is 6000 RMB
  - For teachers who have been here more than one year - the spouse can come and visit no limit on time. Maximum reimbursement is 6000 RMB
  - For a first-year teacher – a dependent child under the age of 18 must accompany the teacher and stay for at least one semester to qualify for a travel allowance. The maximum reimbursement will be ½ of the set fare for the teacher for that zone. The reimbursement will be made after a period of one semester
  - For teachers who have been here more than one year the child can come at any time and there is no time limit – maximum reimbursement will be ½ of the set fare for the teacher for that zone
- Children over the age of 18 do not get any ticket support from the school unless employed by the school with a contract
- Teachers from regions not listed – will get a Maximum reimbursement of 5000 RMB after turning in Fapios and boarding pass
  - Should both spouse be employed by under a foreign teacher contract each teacher will get only one ticket - no additional tickets for their spouse.
  - There is no cash value for unused tickets