

Education Bureau Circular Memorandum No. 66/2009

From : Permanent Secretary for Education

Ref. : EDB(NETADM)/ENET/1/3

Date : 22 May 2009

To : Supervisors/Heads of aided secondary schools, caput schools, special schools with a secondary section

c.c. : Supervisors/Heads of private secondary schools/DSS schools, ESF schools, Heads of Government secondary schools/Sections

Enhanced Native-speaking English Teacher (NET) Scheme in Secondary Schools

Letter of Appointment

SUMMARY

This circular memorandum aims to provide an updated specimen letter of appointment and memorandum on the terms and conditions of service for schools' use when preparing Contracts for NETs appointed under the Enhanced NET Scheme in Secondary Schools. Schools are responsible for early discussion on a new Contract with their NETs and are requested to bring this circular memorandum to the attention of their NETs. This circular memorandum supersedes the Education Bureau (EDB) Circular Memorandum No. 78/2008 dated 23 May 2008 on the same subject.

DETAILS

2. The conditions of service for all NETs employed under the Enhanced NET Scheme in public-sector secondary schools should be the same as those stipulated in the attached Memorandum on the Terms and Conditions of Service for Appointment as Teachers under the Enhanced Native-Speaking English Teacher (NET) Scheme (the Memorandum). Supervisors are requested to make reference to the specimen letter and conditions of service when preparing letters offering appointment to NETs. They are also requested to note that for terminating the service of a NET, the relevant procedure for termination of appointment of a teacher as stipulated in the Code of Aid for Secondary Schools should be followed.

3. As NETs are part of the teaching staff establishment, then in line with the retirement policy and in accordance with the Education Ordinance (Cap. 279), the NET of a school shall not be/continue to be employed in an aided school if he/ she would be aged 60 years or more at the commencement of the 2009/10 school year unless the school has obtained the prior approval of the Permanent Secretary for Education. For details, please refer to EDB Circular Memorandum No. 158/2008 on "Extension of Service of Teachers and Principals in Aided Schools".

4. Schools employing NET teachers aged 59 are therefore advised to remind their respective NETs that continuation of their second year of contract beyond the age of 60 will be subject to the approval of the Permanent Secretary for Education.
5. Starting from the 2005/06 school year onwards, the EDB has introduced a Retention Incentive (RI) to provide additional incentive for serving NETs to continue their service in Hong Kong. The RI has been embedded in paragraph 6 of the Memorandum attached.
6. Under the RI, eligible NETs are required to apply for the RI each school year through their schools (i.e. employers). They are advised to complete their application form for RI and submit it to their schools before leaving on summer vacation. For those eligible NETs who change to new schools, they should submit their completed application forms to the new schools. For further details, schools may refer to the EDB Circular No. 2/2006.
7. For the Contract commencement and termination dates of the NETs, supervisors should follow the guidelines in Attachment A.
8. A set of guidelines on the duties of teachers appointed under the Enhanced NET Scheme in secondary schools is in Attachment B for schools' reference and it does not form part of the Contract.
9. Schools are advised to read this circular memorandum in conjunction with the EDB Circular No. 5/2005 dated 16 June 2005 on Appointment of Staff in Schools.
10. Schools are requested to complete and return the reply proforma in Attachment C to the **NET Administration Team** of the EDB by fax (fax no. 2123 1239) for record purpose when they have signed Contracts with the NETs.

ENQUIRY

11. Enquiries should be directed to the respective Senior School Development Officer.

Sheridan LEE
for Permanent Secretary for Education

**Contract Period of Teachers Employed under the
Enhanced Native-speaking English Teacher (NET) Scheme
in Secondary Schools**

1. The normal period of appointment for a NET is two years.
2. As 16 August 2009 will fall on a Sunday, for NETs newly appointed under the Enhanced NET Scheme in secondary schools, the appointment should normally start on 17 August and end on 16 August two years later. Any subsequent renewal of Contract for these teachers should again start on 17 August and end on 16 August. (The serving NETs with their existing Contract ending on 15 August who renews his/her contract in the same aided school/another aided school/government school should retain 16 August 2009 as his/her Contract start date in order to maintain continuity of service.).
3. If a NET is appointed after 17 August but within the first term of the school year, the Contract should end as if it had commenced on 17 August of the school year. If the NET is appointed in the second term of the school year, the Contract for the NET will cover a period up to two years from 17 August in the calendar year in which his/her employment commenced. In any case, the Contract should end on 16 August. Taking the 2009/10 school year as an example, if a NET is appointed on 15 October 2009, which falls within the first school term, his/her Contract should end on 16 August 2011. If the NET is appointed on 22 February 2010, which happens to be within the second term, his/her appointment should end on 16 August 2012.
4. If the Contract period of a NET being employed under the Enhanced NET Scheme in a public-sector secondary school is from 1 September to 31 August, his/her Contract period should remain to be from 1 September to 31 August when appointed under the Enhanced NET Scheme in the same or another school without break of service. For a NET being employed under any other terms in a school immediately prior to this appointment and whose previous appointment ends on a date not on 16 August (say, 31 August), the Contract should take effect no earlier than the day after the end date of the previous appointment (say, 1 September) and the Contract should end on 16 August two years later when appointed under the Enhanced NET Scheme in Secondary Schools.
5. If, for whatever reasons, a school decides to employ a local teacher (on local terms) to fill the additional GM English teacher post for CMI schools after termination of the NET's Contract on 16 August, the appointment of the new GM should commence on 1 September.

**Guidelines on the Duties of Teachers
Appointed under the Enhanced Native-speaking English Teacher (NET) Scheme**

The exact duties of the NET should be determined by the School Principal/Supervisor according to the specific needs of the School. In general, the duties of the NET include the following:

- (i) To be responsible for classroom teaching and assessment;
- (ii) To teach in accordance with the curriculum of the School to which he/she is appointed under the guidance of the School Principal;
- (iii) To provide support to English Panel Chairperson, including assisting in the curriculum development/adaptation and preparation of teaching materials;
- (iv) To assist in conducting extra-curricular activities relating to the English Language, e.g. speech, drama, debates, choral speaking and extensive reading;
- (v) To assist in running oral activities for students after school;
- (vi) To assist in setting up an English corner in the School where students can come together to practise oral English and read English books under their guidance;
and
- (vii) To act as an English Language resource person for other teachers in school, including assisting in school-based teacher development.

**Reply Proforma of Teachers Employed
under the Enhanced Native-speaking English Teacher (NET) Scheme
in Secondary Schools**

*(To be completed by aided secondary schools, caput schools, special schools with a secondary section
and returned to EDB by fax at 2123 1239 when the NETs have signed a new Contract.)*

[Attn: Assistant Education Officer, NET Administration Team]

The School Management Committee (SMC) / Incorporated Management Committee
(IMC)* of the _____
(School) hereby offers Mr./Ms./Mrs.* _____,
an appointment as a teacher in the School from _____ (dd/mm/yy) to
_____ (dd/mm/yy) inclusive#.

Name of Principal: _____ Signature: _____
School Type: Aided/Caput/Special*
Tel. No.: _____ Fax No.: _____ Date: _____

Name of contact person: _____ Tel. No. : _____

* *Delete if inapplicable*

Note: On or before the commencement of a new Contract, school is reminded to ensure that the NET employed:

- (i) meets the entry qualifications requirements as a secondary school NET;
- (ii) has the valid employment visa;
- (iii) is holding or has applied for a teaching permit as either a registered teacher (RT) or a permitted teacher (PT);
- (iv) has submitted the appointment form for payment of salary;
- (v) has submitted the application for fringe benefits provided under the Enhanced NET Scheme in Secondary Schools, if applicable; and
- (vi) has submitted the application for "Retention Incentive", if applicable.

SPECIMEN

Letter of Appointment -

**Teachers under the Enhanced Native-speaking English Teacher Scheme
in Secondary Schools**

(Two copies of this letter should be signed by the Supervisor)

Name of School: _____

Address of School: _____
_____ Tel. No.: _____

Name of Supervisor: _____
(Full Name of English)

Name of Manager: _____

Name of Principal: _____

Mr/Ms/Mrs* _____
(Name of teacher offered appointment)

Address: _____
_____ Date _____

Dear Sir/Madam,

The School Management Committee (SMC) / Incorporated Management Committee (IMC)* of the _____ School (the School) hereby offers you an appointment as a teacher in the School from _____ to _____ inclusive. The conditions of service in respect of this appointment are set out in the attached Memorandum on the Terms and Conditions of Service for Appointment as Teachers under the Enhanced Native-speaking English Teacher (NET) Scheme (the Memorandum).

On appointment, you will be remunerated at HK\$ _____ # per month (Master Pay Scale point _____) with incremental date on _____ on the assumption that you assume duty on _____ as a NET in this School. Your acceptance of this offer of appointment signifies your acceptance of the pay point on the appropriate pay scale as offered. Your pay or annual incremental date may be adjusted by the School to take account of any additional relevant qualifications or post-qualification teaching experience that you may have in accordance with the prevailing rules prescribed by the Education Bureau for the grant of incremental credit for experience and on production of sufficient documentary evidence of such qualifications or experience. *[You will not be permitted to proceed beyond a salary bar at Master Pay Scale Point 22 unless you have obtained a Postgraduate Diploma in Education or an equivalent qualification.]

Please note that the assessment results of the academic and teacher training qualifications** and the salary particulars stated above are valid only for your appointment under the Enhanced NET Scheme in secondary schools.

This offer of appointment is conditional upon your *[satisfying a medical examination (which must include a chest X-ray examination) by an approved medical practitioner certifying that you are medically fit to teach and that you pass the chest X-ray examination and] obtaining the necessary employment visa allowing you to stay in Hong Kong and to work for the School.

Subject to the terms as set out in the Memorandum, you will receive a gratuity for the period of service. In addition, unless one of the exemptions specified in the Mandatory Provident Fund Schemes Ordinance (Cap. 485) (MPFSO) is applicable to you, the employer will arrange to make contributions for you to a registered mandatory provident fund (MPF) scheme. Please refer to Paragraph 7 of the Memorandum for details of the MPF arrangements. For details concerning exemption, please refer to Education Bureau Circular No. 50/2000 on Exemption from the Provisions of the Mandatory Provident Fund Schemes Ordinance Cap. 485, a copy of which is attached for your information. The gratuity payable for the Contract will be a sum together with employer's contribution to the MPF Scheme that may equal to 15% of the total basic salary drawn during the period of the Contract.

I attach for your information a copy of the Education Bureau Circular No. 14/2003 concerning the Prevention of Bribery Ordinance (Cap. 201) and the acceptance of advantages and related matters, which applies to you.

If you accept this offer of appointment on the terms and conditions set out in this letter and the Memorandum, please sign both copies of the Letter of Acceptance and return one copy to me direct or through the Principal. The second copy is for your retention. Unless otherwise provided, this offer of appointment will automatically lapse if no reply is received on or before _____. You are advised to give due and proper notice of your intention to leave your present employment.

If you accept this offer, you are required to report for duty at _____ *A.M./P.M. on _____. * [You will be required to attend an induction course to be organized by the Education Bureau for all teachers newly employed under the Enhanced NET Scheme, the schedule and programme of which will be informed separately.] You will also be required to attend regular professional development workshops and training organized by the Education Bureau.

Yours faithfully,

(_____)
Supervisor

Footnote

* *Delete if inapplicable*

The pay point is subject to the final salary subsidy assessment made by the Education Bureau; whereas the salaries of the pay scale are subject to downward or upward adjustment or a freeze arising from the civil service pay adjustment/review on the civil service starting salaries/pay policy review.

** In the appointment of NET under the Enhanced NET Scheme in Secondary Schools, teachers with non-local qualifications need to have his/her qualifications assessed by the Hong Kong Council for Accreditation of Academic & Vocational Qualifications (HKCAAVQ) as to whether his/her qualification is comparable to a local bachelor's degree and a local initial teacher training qualification in accordance with Education Bureau Circular No. 1/2005 on "Assessment of Non-local Qualifications for Appointment to Teaching Posts in Aided Schools and Registration of Teachers for All Non-government Schools".

**Memorandum on
the Terms and Conditions of Service for Appointment as Teachers
under the Enhanced Native-speaking English Teacher (NET) Scheme
in Secondary Schools**

- Note: (1) Any reference to “Government” in this Memorandum is construed as “The Government of the Hong Kong Special Administrative Region”.
- (2) Words and expressions importing the masculine gender include the feminine gender.
- (3) Terms defined in the Letter of Appointment have the same meaning when used herein.

1. Contract and Period of Appointment

- 1.1 The acceptance by a Native-speaking English Teacher (the NET) of the Letter of Appointment and this Memorandum by way of the Letter of Acceptance shall constitute the Contract of employment between the School and the NET (the Contract).
- 1.2 Subject to early termination as provided for in the Contract, the appointment of a NET under the Enhanced Native-speaking English Teacher Scheme in Secondary Schools (the Scheme) is for a period as specified in the Letter of Appointment. Where the Contract is terminated earlier due to whatever reasons, the Contract period shall be up to the effective date of termination of the Contract.

2. General

- 2.1 The NET is subject to the provisions of the Prevention of Bribery Ordinance (Cap.201).
- 2.2 The NET appointed is not eligible for promotion in the School as specified in the Letter of Appointment.
- 2.3 The NET is required to be examined by an approved medical practitioner and may begin service only on being certified medically fit by such approved practitioner. Any cost of the medical examination shall be borne by the NET.
- 2.4 If a medical officer duly authorized by the Government to examine the NET certifies in writing that in his opinion the NET is incapable of rendering efficient service in Hong Kong by reason of any infirmity of mind or body, then that NET shall forthwith be removed from office and shall be repatriated at his own expense.
- 2.5 For NET coming from abroad:

The above offer for employment is conditional upon the NET having obtained, prior to his arrival in Hong Kong, from the Director of Immigration of the Government an employment visa allowing him to work for the School as specified in the Letter of Appointment and to stay in Hong Kong for an initial period of at least one year. The

School shall not be liable for any loss or damage whatsoever should the NET's application be turned down by the Director of Immigration.

For NET already working in Hong Kong for another employer:

The above offer for employment is conditional upon the NET having obtained, prior to commencement of the Contract, an approval from the Director of Immigration of the Government allowing him to work for the School as specified in the Letter of Appointment and to continue to stay in Hong Kong for at least one year. The School shall not be liable for any loss or damage whatsoever should the NET's application be turned down by the Director of Immigration.

- 2.6 Any cost incurred from the application for employment visa in Hong Kong shall be borne by the NET.

3. Duties

- 3.1 The NET shall be responsible to the Principal/Supervisor of the School and perform such duties as may be assigned to him by the Principal/Supervisor of the School.
- 3.2 The NET shall obey and comply with all the rules of the School to which he is appointed.
- 3.3 The normal hours of work for the NET is the school hours of the School in which he works. However, hours of work may vary depending upon the needs of the School.
- 3.4 The NET is required to assist with extra-curricular activities and other school duties including duties outside school hours and during school holidays at the discretion of the Principal/Supervisor of the School. The Principal/Supervisor may also require the NET to attend educational courses or seminars outside school hours.

4. Work Outside School

- 4.1 The NET must not undertake paid outside work outside normal working hours or any paid or unpaid outside work during normal working hours except with the prior written approval of the School Supervisor. Approval, if given, may be withdrawn at any time if the work is found to be interfering with the NET's duties and, in any case, shall be subject to half-yearly review.
- 4.2 The NET who is a foreign national being approved by the Director of Immigration to stay in Hong Kong for employment purposes should also obtain prior approval from the Director of Immigration before taking up part-time jobs.

5. Salary and Increments

- 5.1 Full salary will be paid from the date of assumption of duty.
- 5.2 Salary is paid monthly in arrears in Hong Kong dollars.
- 5.3 Emoluments are subject to local taxation.

- 5.4 The pay for NET is equivalent to Points 17 to 33 on the Master Pay Scale.
- 5.5 On appointment, the NET will be paid a salary stated in the Letter of Appointment or an amount calculated in accordance with the relevant guidelines issued by the Education Bureau. This salary will be a rate equivalent to an entry pay point on the Master Pay Scale, or a pay point on the Master Pay Scale as appropriate.
- 5.6 For a NET who is remunerated on the Master Pay Scale, subject to paragraph 5.8 below, he will, on completion of one year's service, move to the next higher pay point on the appropriate Master Pay Scale and progress along the Master Pay Scale in subsequent years. (A NET will not be permitted to proceed beyond a salary bar at Master Pay Scale Point 22 unless he/she has obtained a Postgraduate Diploma in Education or an equivalent qualification.)
- 5.7 Increments of salary, if any, will be payable from the NET's incremental date which is determined, in accordance with his date of first appointment, as follows:
- (a) If he assumes duty between the 1st and the 15th of the month, his incremental date will be the 1st of that month; or
- (b) If he assumes duty between the 16th and the end of the month, his incremental date will be the 1st of the following month.
- 5.8 Increments of salary are not automatic. A NET may be granted an increment only if his performance at work (including conduct, diligence and efficiency) has been satisfactory during the preceding year. Increments will not be granted or their payment will be stopped or deferred if the Principal/Supervisor of the School is not satisfied with the performance of the NET.
- 5.9 For part of a month, salary will be calculated as follows:
- $$\frac{\text{No. of days of service in the month}}{\text{Total no. of days in that month}} \times \text{monthly salary}$$
- 5.10 Salary shall continue to be paid during school holidays, subject to the conditions specified below for the payment of salary on termination of Contract.
- 5.11 On first appointment in Hong Kong and on application by the NET, the School Principal/Supervisor may approve an advance of salary not exceeding 2 months' of the NET's salary. The salary advance shall be repaid in 6 monthly instalments to be deducted from the NET's salary within the first 6 months following the month in which the advance is made.
- 5.12 Except as otherwise provided in this Memorandum, this appointment does not entitle the NET to any allowance, perquisites or pension benefit.
- 5.13 The School may require a NET to refund any amount that it may have overpaid to the NET; any advances of salary; any charges that the NET may have incurred in respect of any facilities or benefits provided to the NET or his family by the School including, but not limited to, those facilities or benefits referred to in this Memorandum, and any

other debt whatsoever that may arise and become due from the NET to the School either during his service or upon his leaving such service.

- 5.14 Where the NET has incurred any liability to the School, whether at law or in equity and whether such liability is liquidated or unliquidated, the School may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the School to the NET under the Contract or any other contracts.

6. Gratuity and Retention Incentive

- 6.1 The gratuity may be granted upon satisfactory completion of the full period of appointment specified in the Letter of Appointment. The gratuity is subject to the School Management Committee (SMC)/Incorporated Management Committee (IMC)*'s confirmation that the performance and conduct of the NET during the period of service are satisfactory. The gratuity payable subject to the other provisions of the Contract will be the sum as specified in the Letter of Appointment.
- 6.2 An interim gratuity covering the completed period of resident service is normally payable not earlier than four clear working days before the commencement of the summer vacation immediately prior to the expiry of the Contract. The balance for the period of the summer vacation immediately prior to the expiry of the Contract will be paid on the expiry of the Contract.
- 6.3 NETs who have completed at least two years of continuous service under the NET Schemes may apply for the retention incentive. Applications by NETs for the retention incentive shall be made each school year through their schools.
- 6.4 On the successful application for the retention incentive, a NET will be paid at the rate as follows:

NET serving in the third or fourth year of continuous service	5% of the NET's current base salary
NET serving in the fifth year of continuous service onwards	10% of the NET's current base salary

The amount of retention incentive will not be taken into account by the School in the calculation of the amount of gratuity.

- 6.5 The years of teaching service under the NET Schemes prior to the 2005/06 school year will be counted towards the determination of the rate (i.e. 5% or 10%) of the retention incentive applicable to the NET for his service from the 2005/06 school year onwards, but these years will not attract payment of the retention incentive retrospectively under any circumstances.
- 6.6 The retention incentive is payable to the NET each school year on a monthly basis in advance starting from the eligible date determined by the Government until the end of that school year or the expiry of the Contract period (whichever is the earlier) is subject to the SMC/IMC*'s confirmation in the annual appraisal that performance of the NET is satisfactory.

- 6.7 If the NET's service is terminated by the School prematurely for reasons other than unsatisfactory performance or conduct of the NET, subject to the terms of the Contract the NET may be granted a gratuity/retention incentive for the period of service completed, including school holidays taken within the period of service.
- 6.8 The School may withhold the grant of gratuity/retention incentive if the NET is or will likely be subject to any disciplinary or criminal proceedings or investigation into any acts which may affect the grant of gratuity/retention incentive.
- 6.9 For the avoidance of doubt, if the NET resigns, repudiates the Contract or his service is terminated by the School on grounds of unsatisfactory performance or conduct, the NET will not be granted any gratuity.
- 6.10 Where premature resolution or termination of Contract is initiated by the NET, the cumulative retention incentive paid for the months prior to the serving of notice in that school year will be clawed back. Where premature resolution or termination of Contract is initiated by the school because of unsatisfactory performance or conduct, the cumulative retention incentive paid for the months in that school year after having received a written warning will be clawed back.
- 6.11 The gratuity and retention incentive are taxable.
- 6.12 In circumstances where a gratuity/retention incentive is paid to the NET in the mistaken belief that he has:
- (a) satisfactorily completed his Contract and his obligations thereunder; or
 - (b) satisfactorily completed at least two years of continuous service under the NET Schemes; or
 - (c) not been convicted of any offence that if determined on its own facts, would have led to the NET's dismissal from the service during and in respect of his employment with the School,
- the School shall be entitled, without affecting its other rights, to recover from the NET the whole or part of the gratuity/retention incentive commensurate with all the circumstances of the case including the unsatisfactory or incomplete nature of the NET's service and the seriousness of the offence on his part. Such right of the School shall survive the termination of the Contract.
- 6.13 In the event of the NET's death during the period of appointment, the amount of gratuity payable will be paid to his estate.

7. Mandatory Provident Fund

- 7.1 The School will arrange to make contributions for the NET to a registered mandatory provident fund scheme (MPF scheme) in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485) (MPFSO), unless one of the exemptions specified in the MPFSO is applicable to the NET.

- 7.2 If no exemption is applicable and the NET is registered to an MPF scheme, the School will, for each contribution period (as defined in the MPFSO) -
- (a) make the employer's mandatory contribution as determined in accordance with the MPFSO to the trustee of the MPF scheme, and
 - (b) deduct from the NET's relevant income (as defined in the MPFSO) the employee's mandatory contribution as determined in accordance with the MPFSO.

Both the employer's mandatory contribution and the NET's mandatory contribution will be paid to the trustee of the MPF scheme and the accrued benefits so derived will be fully and immediately vested with the NET in accordance with the MPFSO.

- 7.3 In the event that the NET's mandatory contributions in respect of his relevant income derived from the Contract has not been deducted from the NET's relevant income before the expiry or cessation of the Contract, the School shall be entitled to -
- (a) deduct from the NET's relevant income under other employment Contracts/agreements with the School the employee's mandatory contribution which should have been deducted from the NET's relevant income under this Contract; or
 - (b) deduct such NET's mandatory contribution from any other moneys owed from the School to the NET; or
 - (c) require the NET to pay to the School such employee's mandatory contribution for onward transmission to the NET's account under the MPF Scheme.

Such right of the School shall survive the cessation of the Contract.

8. Eligibility for Fringe Benefits

A NET whose normal place of residence is outside Hong Kong will be eligible for those benefits referred to in paragraphs 9, 10, 11 and 12 in accordance with the regulations relating to the provision of such benefits and the regulations relating to the prevention of double benefits. The Permanent Secretary for Education shall be the authority in determining whether a NET's normal place of residence is outside Hong Kong.

9. Passage

The NET and his family (defined as the spouse and unmarried accompanying children under the age of 18 of the NET) will be reimbursed the expenses on economy class air tickets from and to the NET's country of origin by the most direct route for each Contract. Details are in Annex A.

10. Baggage Allowance

- 10.1 Subject to paragraph 17, the NET will be reimbursed for his travelling baggage expenses in the following circumstances:

- (a) when he travels to Hong Kong on appointment for his first Contract. No baggage allowance will be provided for subsequent Contracts; and
- (b) when he leaves Hong Kong after finishing a Contract and will not be in another employment with schools falling under the Scheme's purview (i.e. government schools or aided schools) in the current/coming school year.

10.2 A NET who has satisfactorily completed one or more Contracts in this School or in other schools but fails to complete his current Contract on grounds other than unsatisfactory performance or conduct may be granted baggage allowance for the first Contract (in-bound to Hong Kong) and the last Contract he has duly completed (out-bound to country of origin) under Clause 10.1 provided that he leaves Hong Kong and will not be in another employment with schools falling under the Scheme's purview in the current/coming school year.

10.3 The present maximum rate of baggage allowance for outward passage to Hong Kong is HK\$1,300 for single teacher and HK\$5,000 for married teacher accompanied by spouse and/or children. For homebound passage, the current maximum rate is HK\$3,300 for the former and HK\$6,500 for the latter.

10.4 All claims for reimbursement must be supported by originals of the receipts concerned.

11. Special Allowance

The NET may be eligible for a monthly allowance of HK\$14,245 which is fixed over the Contract period. Eligibility details are in Annex B. The rate of the allowance is subject to adjustment according to the prevailing rate upon the NET entering into further employment under the Scheme.

12. Medical Allowance

Medical allowance is provided as reimbursement for the NET to take out medical insurance within the Contract period. The present maximum rate of allowance is HK\$1,400 per year for a single appointee and HK\$5,400 per year for a married appointee accompanied by spouse and/or children and on condition that the spouse and/or children are included in the insurance policy which should have to cover Hong Kong area and exclude any travel plans /travel insurances. The payment will be made on a yearly basis upon application by the NET. If the coverage period of the insurance begins before and/or extends beyond the NET's Contract period, reimbursement of the medical insurance premium will be made on a pro-rata basis, up to the maximum rate specified above.

13. Leave Entitlement

13.1 Subject to the submission of an acceptable medical certificate issued by a registered medical practitioner, a NET may be given on appointment up to 28 days sick leave, and on completion of each succeeding year of service a further 48 days. The maximum balance which may be accumulated shall be 168 days. Grant of paid sick leave and special tuberculosis leave shall be in accordance with the rules governing such leave in the relevant Code of Aid for Secondary Schools/Special Schools*.

- 13.2 A female NET with not less than 40 weeks of continuous service immediately before the date of commencement of her maternity leave will be entitled to full pay of up to 10 weeks for her absence during her maternity leave. Subject to the submission of an acceptable medical certificate, maternity leave with full pay or no pay may be granted in accordance with the rules governing such leave in the relevant Code of Aid for Secondary Schools/Special Schools*.
- 13.3 Subject to the approval of the SMC/IMC* and the rules governing such leave in the relevant Code of Aid for Secondary Schools/Special Schools*, special leave with pay for a maximum of 2 days per school year may be granted for the NET to attend to urgent private affairs of grave importance.
- 13.4 Subject to the recommendation of the SMC/IMC* and the rules governing such leave in the relevant Code of Aid for Secondary Schools/Special Schools*, the Permanent Secretary for Education may approve the grant of no-pay leave to a NET.
- 13.5 The NET shall be granted a terminal leave in the school summer vacation at the end of the Contract and each renewed Contract (if any).

14. Resignation

- 14.1 The NET may terminate his service by giving the School one calendar month's notice in writing of his intention to resign or one month's salary in lieu of notice.
- 14.2 Upon his resignation, the NET forfeits all rights and benefits in respect of the Contract.
- 14.3 The NET who resigns will be required to refund to the School the amount paid for passages and other benefits and allowances as detailed in paragraphs 5.13 and 17.

15. Termination of Contract

- 15.1 The SMC / IMC* may terminate the service of the NET by giving him one calendar month's notice in writing or one month's salary in lieu of notice.
- 15.2 If at any time a Government medical officer, or a consulting physician who acts on behalf of the School, certifies that the NET is incapable by reason of any infirmity of mind or body of rendering further efficient service, his service will be terminated forthwith.
- 15.3 Upon termination of appointment, the NET will be required to refund to the School the amount paid for passages and other benefits and allowances as detailed in paragraphs 5.13 and 17.
- 15.4 The further rights and benefits of the NET under the Contract will automatically cease upon the dismissal of the NET or termination of the Contract, except for those as provided for in paragraph 6.7.

16. Dismissal or Punishment for Misconduct, etc.

- 16.1 The NET is liable to disciplinary punishment (including dismissal without notice or payment in lieu) by the SMC/IMC* if he neglects or wilfully refuses to perform his duties or in any manner misconducts himself or is convicted of a criminal offence.
- 16.2 Upon dismissal, the NET forfeits all rights and benefits in respect of the Contract.
- 16.3 Upon dismissal, the NET will be required to refund to the School the amount paid for passages and other benefits and allowances as detailed in paragraphs 5.13 and 17.

17. Refund of Passages and Other Benefits on Resignation or Termination of Appointment

- 17.1 If the NET resigns or his Contract is terminated within the first 12 months of the Contract period on ground of unsatisfactory performance, or dismissed under paragraphs 16.1 to 16.3 (the Contract being the first Contract), he will be required to refund to the School:
- (a) the baggage allowance paid to him; and
 - (b) the cost for outward passages to Hong Kong provided for him and his family.
- 17.2 If the NET resigns or his Contract is terminated within the first 12 months of the Contract period on grounds of unsatisfactory performance, or dismissed under paragraphs 16.1 to 16.3 (the Contract being a subsequent Contract), he will be required to refund to the School the cost of the outward passages to Hong Kong provided for him and his family for that Contract.
- 17.3 If the NET resigns or his Contract is terminated for whatever reasons during the second year of the Contract period, he will not be required to make refund for the baggage allowance and passage cost for outward passages to Hong Kong provided for him and his family.
- 17.4 If the NET resigns or his Contract is terminated for whatever reasons before the Contract period expires, he is liable to repay to the School the outstanding balance of any recoverable advance of salary in one lump sum and other benefits and allowances as detailed in paragraph 5.13.

18. Conditions for Payment of Salary on Commencement or Termination of Appointment

- 18.1 Salary shall be calculated from the date of assumption of full duties and shall cease immediately after the last day of performance of full duties except as provided below.
- 18.2 A NET with service of one academic year or more without a break and his appointment terminates, with due notice given, on a date no earlier than the beginning of
- (a) the major school holidays (i.e. Christmas, Chinese New Year and Easter Holidays) will be paid to the end of the school holidays;

- (b) the summer vacation will be paid to 16 August or end of Contract period, whichever is earlier.
- 18.3 A NET with service of less than one academic year but more than 59 days and his appointment terminates, with due notice given, on a date no earlier than the beginning of
 - (a) the major school holidays (i.e. Christmas, Chinese New Year and Easter Holidays) will be paid to the end of the school holidays;
 - (b) the summer vacation will be paid to the end of July.
- 18.4 A NET with service of 59 days or less shall be paid up to and including the last day of duty.

19. Injury and Death Benefits

The NET will be eligible for statutory compensation for duty-related injuries or duty-related death in accordance with the Employees' Compensation Ordinance (Cap. 282).

20. Further Employment

- 20.1 The offer of further employment beyond the current Contract is solely at the discretion of the School. The School is not obliged to give any reason for not offering further appointment and there should be no presumption that further appointment will be offered.
- 20.2 If the NET so requests, the School will inform him in writing whether it intends to offer him further employment on Contract, subject to satisfactory completion of his current Contract. Such a request shall be made at least six months before the expiry of his current Contract. Otherwise, it will be assumed that the NET does not wish to apply for further employment and will leave the service upon expiry of his current Contract.
- 20.3 Any further appointment, if offered, shall be for such period and on such terms and conditions, including salary, as may be offered by the School. The School is not obliged to refer to the terms and conditions, including salary, of the current Contract in the offer of terms and conditions, including salary, for further appointment.
- 20.4 Any request or application for further appointment on Contract shall be considered and processed in accordance with the arrangements and criteria prevailing at the time of such application.

21. Other Conditions

- 21.1 In the event of any inconsistencies between the contents of any EDB Circulars and the terms and conditions of the Contract, the terms and conditions of the Contract

shall prevail unless otherwise expressly provided for in the EDB Circulars.

- 21.2 Each party acknowledges that it has had full opportunity to include in the Contract any representation or warranty made to it by the other party in the course of negotiations leading up to the Contract. It is hereby agreed that the Contract embodies the entire understanding of the parties and there are no representations, promises, terms, conditions, warranties or obligations oral or written, expressed or implied, statutory or otherwise than those contained herein.
- 21.3 Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by both parties.
- 21.4 No failure or delay by either party in exercising any right, power or remedy available to it under the Contract or in law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercises of any other right, power or remedy. Without limiting the foregoing no waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. The rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.
- 21.5 [Other conditions may be added here provided that they are in conformity with the provisions of the Education Ordinance, the Employment Ordinance and their subsidiary legislations, the relevant Code of Aid, and the instructions as the Permanent Secretary for Education may from time to time issue]

22. Governing Law

The Contract shall be governed by and confirmed in accordance with the laws of the Hong Kong Special Administrative Region (HKSAR) and the NET shall submit to the jurisdiction of the courts of the HKSAR.

* *Delete if inapplicable*

**Passage Arrangements for Teachers
Appointed under the Enhanced Native-speaking English Teacher (NET) Scheme
in Secondary Schools**

Passages upon appointment

1. A teacher who is employed as NET under the Enhanced Native-speaking English Teacher (NET) Scheme in Secondary Schools and whose normal place of residence is outside Hong Kong will be reimbursed the actual cost of an economy class single air passage by the most direct route (with or without stop-over en route) (referred to as a STANDARD PASSAGE) from his country of origin to Hong Kong.
2. The cost of similar passages for the NET's spouse and the unmarried accompanying children under the age of 18 up to a maximum of 5 persons including the NET will be reimbursed in the following circumstances:
 - (a) the cost of similar passages of the NET's spouse will be reimbursed provided that he is not provided with similar benefits by his employer; and
 - (b) the cost of similar passages of the unmarried accompanying children under the age of 18 will be reimbursed provided that the cost of similar passages is not reimbursed by the NET's spouse's employer.
3. If the NET wants to travel by an indirect route, he may be reimbursed the actual cost of the passage arranged or the quoted price of the STANDARD economy class single air PASSAGE from his country of origin to Hong Kong obtained by the School, whichever is the less. Excess passage cost, if any, shall be borne by the NET.
4. If the NET has bought a ticket for return passage, whether by direct or indirect route, he will only be reimbursed part of the airfare, up to the quoted price of a STANDARD economy class single air PASSAGE from his country of origin to Hong Kong obtained by the School, whichever is the less. Excess passage cost, if any, shall be borne by the NET.

Passages upon completion of Contract

5. A NET whose Contract upon satisfactory completion is not being renewed will be reimbursed the cost of a STANDARD economy class single air PASSAGE to his country of origin. If the NET has bought a ticket for return passage, whether by direct or indirect route, he will be reimbursed 50% of the airfare, or the quoted price of a STANDARD economy class single air PASSAGE from Hong Kong to his country of origin obtained by the School, whichever is the less. Reimbursement for similar passages will also be arranged, if applicable, for the NET's eligible family members as specified in paragraph 2 above. Such passages shall be taken not earlier than two months prior to the completion of the Contract or not later than two months after the completion of the Contract.

6. On the expiry of a Contract, if the NET is returning to Hong Kong for a new Contract, he will be reimbursed the cost of a STANDARD economy class return air PASSAGE, whether by direct or indirect route, between his country of origin and Hong Kong, or the quoted price of a STANDARD economy class return air PASSAGE between his country of origin and Hong Kong obtained by the School, whichever is the less. Similar reimbursements will also be arranged, if applicable, for the NET's eligible family members as specified in paragraph 2 above. Such passages should be taken during the summer vacation immediately prior to the expiry of the Contract.

Application and payment

7. Passages should, in the first instance, be booked and paid for by the NET himself.
8. For the outward passage to Hong Kong, the costs will be reimbursed by the School after the arrival of the NET and his dependents, if any, upon application and on production of receipted bills and used air tickets. The application for reimbursement should be submitted within one month after the date of travel.
9. Requests for reimbursement of passage costs at the completion of a NET's Contract should be submitted, together with receipted bills, one month before the intended date of travel for payment.

**Special Allowance for Teachers
Appointed under the Enhanced Native-speaking English Teacher (NET) Scheme
in Secondary Schools**

Eligibility Criteria

1. A teacher who meets the following eligibility criteria may be eligible for the Special Allowance:
 - (a) the teacher is offered appointment as NET under the Enhanced NET Scheme;
 - (b) the teacher's normal place of residence is outside Hong Kong; and
 - (c) the teacher or his spouse has not already received and is not receiving an allowance or any housing benefits for renting/acquiring accommodation in Hong Kong under the terms of his or his spouse's employment.

Allowance

2. A Special Allowance of HK\$14,245 per month is provided mainly for meeting the housing expenses incurred by the NET in Hong Kong.
3. The allowance shall be credited monthly in arrears to the NET's salary account. The allowance is not payable when the NET is on leave, except as provided in para. 4 below.
4. A NET on full-pay leave may continue to receive the allowance during such leave for a maximum period of 60 days on each occasion. A female NET on full-pay maternity leave may also continue to receive the allowance during the whole period of such leave.

Penalties

5. A NET may render himself liable to disciplinary/legal proceedings and/or disqualification from receiving Special Allowance if he is found to secure or have secured an allowance by misrepresentation or deception.
6. The Permanent Secretary for Education shall have the absolute right and discretion to refuse any application for Special Allowance or to discontinue the payment of an allowance without assigning reasons thereof.
7. In the event of any dispute in the exercise of the right and discretion, the Permanent Secretary for Education's decision shall be final.
8. Notwithstanding anything contained in this Annex on the Special Allowance, the Permanent Secretary for Education reserves the right to alter any of these regulations should he at any time consider this to be necessary.
9. All NETs who have commenced to receive the Special Allowance are required to observe and to be thoroughly acquainted with the regulations pertaining to the allowance.

Application and payment

10. A NET who meets the eligibility criteria under paragraph 1 above may apply to the School for the Special Allowance by using the standard application form available at the School.

SPECIMEN

Letter of Acceptance
(to be completed by the Teacher)

(Address)

(Date)

The Supervisor

(Name of School)

(Address of School)

Dear Sir/Madam,

I have read and understood the provisions contained in the Letter of Appointment and the Memorandum attached. I accept the appointment under the Enhanced Native-speaking English Teacher (NET) Scheme offered in your letter dated _____ on the terms and conditions contained therein. I confirm that I agree to abide by my obligations under these conditions, the Education Ordinance* and its subsidiary legislation, and the relevant Code of Aid#. I also agree to abide by all other instructions as may be issued from time to time by the Permanent Secretary for Education concerning government/aided/caput/special schools.

Yours faithfully,

(Signature)

(Name in Block Letters)

* A copy of the Education Ordinance is available in the School for consultation.

The relevant Code of Aid may be obtained from the School or downloaded from EDB's website (www.edb.gov.hk).