

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

- Note: (1) Any reference to “Government” in this Memorandum is construed as “The Government of the Hong Kong Special Administrative Region”.
- (2) Terms defined in the Letter of Appointment have the same meaning when used herein.
- (3) The NET Scheme in Primary Schools and the Enhanced NET Scheme in Secondary Schools are collectively referred herein as the “NET Schemes”.

1. Contract and Period of Appointment

- 1.1 The acceptance by a Native-speaking English Teacher (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 any early termination or extension as provided for in the Contract, the appointment of a NET under the NET Scheme in Primary Schools (the Scheme) is for a period as specified in the Letter of Appointment (the Appointment Contract Period). Where the Contract is terminated earlier due to whatever reasons, the Contract Period shall be terminated on the effective date of termination of the Contract.
- 1.3 For the purposes of the Contract:
- (a) Contract Period means the Appointment Contract Period, as extended by each Extension Contract Period (if applicable); and
- (b) Extension Contract Period means each period by which the Contract Period is extended in accordance with paragraph 21.3.

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.
- 2.3 All NETs should, before appointment, undergo a medical examination including a chest x-ray by a registered medical practitioner. Any cost of the medical

examination shall be borne by the NET. Serving registered NETs on transfer from one aided school to another without a break in service are exempted from this requirement.

2.4 All NETs should, before appointment, fulfil all the appointment requirements for the NET posts in primary schools as stipulated in the prevailing Circulars, Circular Memoranda, letters and guidelines issued by the Education Bureau (EDB).

2.5 All NETs should comply with the teacher registration requirements as stipulated in the Education Ordinance (Cap. 279). Section 42 of the Education Ordinance (Cap. 279) stipulates that any person who teaches in a school has to be either a registered teacher or a permitted teacher. The offer of appointment will lapse or the employment will be terminated immediately if (i) the EDB refuses to register the NET as a teacher or to issue a permit to teach; or (ii) the teacher registration/permit to teach is cancelled.

2.6 For NETs coming from abroad:

The above offer for employment is conditional upon the NETs having obtained, prior to their arrival in Hong Kong, from the Director of Immigration of the Government of the Hong Kong Special Administrative Region an employment visa allowing them 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. Schools shall not be liable for any loss or damage whatsoever should the NETs' application be turned down by the Director of Immigration.

For NETs already working in Hong Kong for another employer:

The above offer for employment is conditional upon the NETs having obtained, prior to the commencement of the Contract, an approval from the Director of Immigration of the Government of the Hong Kong Special Administrative Region allowing them 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. NETs holding a valid employment visa are still required to seek prior approval from the Immigration Department for change of employment before they report for duty in the new school. Schools shall not be liable for any loss or damage whatsoever should the NETs' application be turned down by the Director of Immigration.

2.7 Any cost incurred from the application for employment visa in Hong Kong shall be borne by the NETs.

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/her 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/she is appointed.
- 3.3 The normal hours of work for the NET are the school hours of the School in which he/she 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, who must be satisfied that such duties contribute to the public good and are not such as to interfere with the efficient performance of the NET's normal duties. Records of such approval should be kept by the School. 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 of the Government of the Hong Kong Special Administrative Region 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 Salary should commence 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 NETs at the Assistant Primary School Master/Mistress (APSM) rank is equivalent to Master Pay Scale (MPS) Points 15 to 29 (with effect from 1 October 2010), with a salary bar at Point 20 (or Point 22 for those serving NETs appointed before 1 October 2010) on the MPS. As for Certificated Master/Mistress (CM), the pay is equivalent to Points 14 to 24 on the MPS.
- 5.5 On appointment, the NET will be paid a salary as stated in the Letter of Appointment or an amount calculated in accordance with the relevant guidelines issued by the EDB. This salary will be a rate equivalent to an entry pay point on the MPS, or a pay point on the MPS as appropriate. If at any time after the NET is appointed, the

EDB shall determine that the salary scale was assessed incorrectly, the NET shall, upon request, refund all sums which have been overpaid arising out of the final assessment of the EDB.

- 5.6 For a NET who is remunerated on the MPS, subject to paragraph 5.8 below, he/she will, on completion of one year's service, move to the next higher pay point on the MPS and progress along the MPS in subsequent years. [An APSM will not be permitted to proceed beyond the salary bar at MPS Point 20 (or Point 22 for those serving NETs appointed before 1 October 2010) 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/her date of first appointment, as follows:
- (a) If he/she assumes duty between the 1st and the 15th of the month, his/her incremental date will be the 1st of that month; or
 - (b) If he/she assumes duty between the 16th and the end of the month, his/her 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/her 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 under the NET Schemes 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/her 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/her service or upon his/her 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 Appointment Contract Period and is subject to the School Management Committee (SMC)/Incorporated Management Committee (IMC)*'s confirmation that the performance and conduct of the NET during the Appointment Contract Period are satisfactory. The gratuity payable for the Appointment Contract Period, 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 service of the Appointment Contract Period is normally payable not earlier than four clear working days before the commencement of the summer vacation immediately prior to the expiry of the Appointment Contract Period. The balance of the gratuity for the period of the summer vacation immediately prior to the expiry of the Appointment Contract Period will be paid on the expiry of the Appointment Contract Period.

6.3 For a NET whose Contract Period is extended beyond the Appointment Contract Period, the gratuity covering the completed Appointment Contract Period may be paid in accordance with paragraph 6.2. Upon satisfactory completion of each Extension Contract Period, the gratuity for the Extension Contract Period may be paid at the end of that Extension Contract Period.

6.4 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.

6.5 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.

- 6.6 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) and 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/her 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 the Contract is initiated by the NET, the cumulative retention incentive paid for the months prior to the effective date of resignation in that school year will be clawed back. Where premature resolution or termination of the 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 the NET 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/she has:
 - (a) satisfactorily completed the relevant Appointment Contract Period or (as applicable) the Extension Contract Period and his/her 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/her 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/her part. Such right of the School shall survive the expiry or termination of the Contract.

- 6.13 In the event of the NET's death during the Contract Period, the amount of gratuity payable will be paid to his/her 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/her relevant income derived from the Contract has not been deducted from the NET's relevant income before the expiry or termination 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 expiry or termination of the Contract.

8. Eligibility for Fringe Benefits

A NET whose normal place of residence is established as being 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 will be reimbursed for the expenses of himself/herself and his/her family (defined as the spouse and unmarried accompanying children under the age of 18 of the NET) 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 18, the NET will be reimbursed for his/her travelling baggage expenses in the following circumstances:

- (a) when he/she travels to Hong Kong on his/her first appointment under the NET Schemes (in-bound to Hong Kong). No baggage allowance will be provided for any subsequent appointment under the NET Schemes; and
- (b) when he/she leaves Hong Kong upon completion of an appointment under the NET Schemes (out-bound to country of origin), be it the first appointment or any subsequent appointment under the NET Schemes, and will not be in another employment with schools falling under the NET Schemes' purview (i.e. government or aided schools).

10.2 A NET who has satisfactorily completed one or more contract(s) of employment with the School or other schools under the NET Schemes but fails to complete his/her current contract of employment on grounds other than unsatisfactory performance or conduct of the NET may be granted baggage allowance for the contract(s) of employment under the NET Schemes he/she has previously completed provided that he/she leaves Hong Kong and will not be in another employment with schools falling under the NET Schemes' purview (i.e. government or aided schools).

10.3 The present maximum rate of baggage allowance for outward passage to Hong Kong is HK\$1,300 for a single NET and HK\$5,000 for a NET accompanied by spouse and/or his/her children. For homebound passage to the NET's country of origin, 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\$20,989 which is fixed over the Appointment Contract Period. Eligibility details are in Annex B. The rate of the allowance is subject to adjustment according to the prevailing rate:

- (a) upon the NET entering into a new contract of employment under the NET Schemes; or
- (b) upon the commencement of the Extension Contract Period.

12. Medical Allowance

Medical allowance is provided as reimbursement for the NET to undertake medical insurance within the Contract Period. The present maximum rate of allowance is HK\$1,400 per year for a single NET and HK\$5,400 per year for a NET accompanied by spouse and/or his/her 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 granted up to 28 days paid sick leave in his/her first year of service in aided schools. On completion of each succeeding year of service in aided schools, a further 48 days will be granted. Paid sick leave can be accumulated up to a maximum of 168 days. With effect from 1 September 2006, a NET with a break in service of more than one year will forfeit his/her sick leave balance. Grant of paid sick leave and special tuberculosis leave shall be in accordance with the rules governing such leave in the respective Code of Aid.
- 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. A female NET with less than 40 weeks of continuous service may be granted maternity leave without pay. 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 respective Code of Aid.
- 13.3 A male NET with not less than 40 weeks of continuous service immediately before the expected or actual date of the birth of his child, whichever is later, is eligible for paternity leave with pay. Paternity leave with pay shall be granted in accordance

with the rules governing such leave for aided school teachers.

- 13.4 Subject to the approval of the SMC/IMC* and the rules governing such leave in the respective Code of Aid, special leave with pay for a maximum of two days per school year may be granted for the NET to attend to urgent private affairs of grave importance.
- 13.5 [Subject to the recommendation of the SMC and the rules governing such leave in the respective Code of Aid, the Permanent Secretary for Education may approve the grant of no-pay leave to a NET.][Subject to the approval of the IMC and the rules governing such leave in the respective Code of Aid, no-pay leave may be granted to a NET.]*
- 13.6 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). The commencement date of the terminal leave is to be determined by the schools in consultation with their NETs.

14. Retirement and Extension of Service beyond the Retirement Age

- 14.1 Under the retirement policy and in accordance with the legislation, the NET of an aided school would normally retire at the end of the school year in which they reach the age of 60.
- 14.2 The NET shall not:
 - (a) be employed by an aided school if he/she would be aged 60 years or more at the commencement of such employment; and
 - (b) continue to be so employed for a school year or any part thereof if he/she has attained the age of 60 years or more before the commencement of the school year, except in accordance with the written permission of the Permanent Secretary for Education. The maximum aggregate period for which permission may be given shall be five consecutive school years.
- 14.3 If the NET:
 - (a) signs the Contract with an Appointment Contract Period of two years with the School;
 - (b) is at the age of 59 prior to the commencement of such Contract; and
 - (c) will turn 60 during the first year of the Appointment Contract Period of such Contract,

the continuation of his/her service into the second year of the Appointment Contract Period of such Contract will be subject to the School's recommendation for the NET

to continue his/her service beyond the retirement age in aided schools and the Permanent Secretary for Education's approval for such a continuation of service.

- 14.4 The NET who is permitted to continue his/her service beyond the retirement age in accordance with paragraphs 14.2(b) and 14.3 may be entitled to the same benefits as provided under the Scheme.

15. Resignation

- 15.1 The NET may terminate his/her service by giving the School one calendar month's notice in writing of his/her intention to resign or one month's salary in lieu of notice.
- 15.2 Upon his/her resignation, the NET forfeits all rights and benefits in respect of the Contract.
- 15.3 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 18.

16. Termination of Appointment

- 16.1 For termination of appointment, the SMC/IMC* must process the case in accordance with all employment related rules and regulations under relevant ordinances and legislations. The SMC/IMC* should also observe and comply with the conditions and procedures as stated in the respective Code of Aid.
- 16.2 If a NET is found by the SMC/IMC* to be performing his/her duties in an unsatisfactory manner (including personality, character and philosophy of education), and showing no improvement in his/her work after being duly advised, the following measures may be applied:
- (a) The NET concerned should be given warning(s) that his/her work is unsatisfactory. This should be recorded in the school files.
 - (b) If no improvement in the work of the NET concerned is noticeable after an appropriate period, then a formal written warning embodying relevant criticisms should be given to the NET and a copy of the letter should be forwarded to the Permanent Secretary for Education for record purposes. This should be recorded in the school files.
 - (c) If the NET concerned after receiving the warning letter still shows no improvement after an appropriate period, normally not less than one month, the SMC/IMC* may dismiss him/her or not to renew his/her contract after the date of expiry of the Contract Period. The SMC/IMC* shall so inform the Permanent Secretary for Education.
 - (d) The NET concerned must be given one calendar month's notice in writing of the SMC's/IMC's* decision of dismissal or non-renewal or one month's

salary in lieu of notice.

- 16.3 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 18.
- 16.4 For the purpose of salary administration, the SMC/IMC* should notify the Funds Section and the NET Administration Team of the EDB promptly of termination of employment with the NET stating the effective date and, where applicable, the period of notice given and, the amount of payment in lieu of notice paid, if any.
- 16.5 The SMC/IMC* should issue to the NET leaving the employment a certificate of service stating relevant employment particulars of the NET, including the last monthly salary, salary point, incremental date and leave balance, and any other requirements as advised by the EDB in the latest version of the School Administration Guide and relevant circulars / circular memoranda.
- 16.6 The further rights and benefits of the NET under the Contract will automatically cease upon the termination of the Contract, except for those as provided for in paragraph 6.7.

17. Dismissal or Punishment for Misconduct, etc.

- 17.1 The NET is liable to disciplinary punishment (including dismissal without notice or payment in lieu) by the SMC/IMC* if he/she neglects or wilfully refuses to perform his/her duties or in any manner misconducts himself/herself or is convicted of a criminal offence.
- 17.2 The SMC/IMC* is reminded that a NET should only be dismissed for good and sufficient reasons and such dismissal should be approved by the majority of the managers of the School at a meeting of the SMC/IMC* in accordance with Regulation 76 of the Education Regulations as quoted below.

“The dismissal of any teacher who is employed in the school – (a) to occupy a teacher post in the establishment of staff provided for in the Code of Aid for Primary Schools, Code of Aid for Secondary Schools or Code of Aid for Special Schools; or (b) for a term of not less than 6 months, shall be approved by the majority of the managers of the school at a meeting of the management committee or incorporated management committee (as may be appropriate).”
- 17.3 Where unsatisfactory performance is concerned, the SMC/IMC* should lay down clear expectations of the performance of the NET beforehand and offer reasonable opportunities for improvement before considering termination of employment.
- 17.4 Summary dismissal is a serious disciplinary action which has to be justified on the basis of serious misconduct, gross negligence or having adverse impact on students

or on their learning (for example, criminal offence or failure to discharge their responsibility, including wilful disobedience).

17.5 Upon dismissal, the NET forfeits all rights and benefits in respect of the Contract.

17.6 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 18.

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

18.1 Where the Contract is the NET's first contract of employment under the NET Schemes, if the NET resigns, or his/her Contract is terminated within the first 12 months of the Contract Period on grounds of unsatisfactory performance, or the NET is dismissed under paragraph 17.1, he/she will be required to refund to the School:

(a) the baggage allowance paid to him/her; and

(b) the cost for outward passages to Hong Kong provided for him/her and his/her family.

18.2 Where the Contract is the NET's second or subsequent contract of employment under the NET Schemes, if the NET resigns, or his/her Contract is terminated within the first 12 months of the Contract Period on grounds of unsatisfactory performance, or the NET is dismissed under paragraph 17.1, he/she will be required to refund to the School the cost of the outward passages to Hong Kong provided for him/her and his/her family for that Contract.

18.3 If the NET resigns or his/her Contract is terminated for whatever reasons during the second year of the Contract Period, he/she will not be required to make refund for the baggage allowance and passage cost for outward passages to Hong Kong provided for him/her and his/her family.

18.4 If the NET resigns or his/her Contract is terminated for whatever reasons before the Contract Period expires, he/she 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.

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

19.1 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.

19.2 A NET with service of one academic year or more without a break and his/her 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 15 August or the end of the Contract Period, whichever is earlier.
- 19.3 A NET with service of less than one academic year but more than 59 days and his/her 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.
- 19.4 A NET with service of 59 days or less shall be paid up to and including the last day of duty.

20. 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).

21. Further Employment

- 21.1 The offer of further employment beyond the current Contract Period 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.
- 21.2 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.
- 21.3 On the expiry of a contract, the contract will normally be renewed for another two years. Under special circumstances, the School may extend the Contract Period of the NET for one year. For the avoidance of doubts and without prejudice to paragraph 14.2(b), the School may extend the Contract Period of the NET who has attained the age of 60 years or more before the commencement of a school year for one school year. The arrangement of provision of gratuity and passage in circumstances where the Contract Period is extended pursuant to paragraph 21.3 is detailed in paragraph 6.3 and Annex A respectively.

- 21.4 Any request or application for extension of the Contract Period under the Contract shall be considered and processed in accordance with the arrangements and criteria prevailing at the time of such request or application.

22. Absence from Duties

If a NET is absent from his/her duties for reasons of ill health, he/she shall report immediately to the Principal/Supervisor of School and shall, if the period of absence exceeds two days, forward to him/her an acceptable medical certificate. Absence for any other reason should be approved by the Principal/Supervisor of School.

23. Disclosure of Information

A NET should report to the School forthwith any criminal proceedings against him/her after appointment. A NET will be liable to disciplinary action if found to have intentionally provided false information to/withheld any material information from the School.

24. Other Conditions

- 24.1 In the event of any inconsistencies between the contents of prevailing Circulars, Circular Memoranda, letters and guidelines issued by the EDB and the terms and conditions of the Contract, the terms and conditions of the Contract shall prevail unless otherwise expressly provided for in the aforesaid documents issued by the EDB.
- 24.2 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.
- 24.3 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.
- 24.4 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.

24.5 [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.]

25. 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 as appropriate*

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

Passages upon Appointment

1. A NET under the NET Scheme in Primary Schools whose normal place of residence is outside Hong Kong will be reimbursed the actual cost of a standard economy class single air passage by the most direct route (with or without stop-over en route) from his/her 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/she is not provided with similar benefits by his/her 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 employer of the NET's spouse.
3. If a direct route from his/her country of origin is not available, he/she may be reimbursed the actual cost of the passage arranged or the quoted price of the standard economy class single air passage from his/her country of origin to Hong Kong obtained by the School, whichever is the less. Excess passage cost (including cancellation fee, rebooking fee and no show charge), if any, shall be borne by the NET.
4. If the NET has bought a ticket for return passage by the most direct route to his/her country of origin, he/she will only be reimbursed 50% of the airfare, or the quoted price of a standard economy class single air passage from his/her country of origin to Hong Kong obtained by the School, whichever is the less. Excess passage cost (including cancellation fee, rebooking fee and no show charge), 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/her country of origin. If the NET has bought a ticket for return passage, whether by direct or indirect route, he/she will be reimbursed 50% of the airfare, or the quoted price of a standard economy class single air passage from Hong Kong to his/her country of origin obtained by the School, whichever is the less. Excess passage cost (including cancellation fee, rebooking fee and no show charge), if any, shall be borne by the NET. 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 of employment under the NET Schemes, he/she will be reimbursed the cost of a standard economy class return air passage by the most direct route between his/her country of origin and Hong Kong, or the quoted price of a standard economy class return air passage between his/her country of origin and Hong Kong obtained by the School, whichever is the less. In any case, Hong Kong must not be a stopover of the journey. Excess passage cost (including cancellation fee, rebooking fee and no show charge), if any, shall be borne by the NET. 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.
7. Only one homeward passage to the NET's country of origin will be provided for each Contract, even though the Contract Period has been extended. Hence, the NET shall only be provided with one homeward passage upon satisfactory completion of the Contract at the end of the Contract Period (as extended by any Extension Contract Period and regardless of the number of times of such extension).

Application and Payment

8. Application for reimbursement of passage should be made by submitting a completed **PNET-Form C**, "*Application for Reimbursement of Passage/Baggage Allowance*" attached to Education Bureau Circular No. 8/2009, together with receipted bills, via the School to the NET Administration Team of the EDB.
9. Passages should, in the first instance, be booked and paid for by the NET himself/herself. Air tickets redeemed through a NET's own frequent flyer programme of any airline will not be recognised for the reimbursement.
10. For the outward passage to Hong Kong, the costs will be reimbursed by the School after the arrival of the NET and his/her dependents, if any, upon application and on production of receipted bills and used air tickets/boarding passes. The application for reimbursement should be submitted **within one month after the date of travel**.
11. Application for reimbursement of passage costs at the completion of a NET's Contract should be submitted to the School, together with receipted bills, **one month before the intended date of travel** for payment.

**Special Allowance for Teachers
Appointed under the Native-speaking English Teacher (NET) Scheme
in Primary 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 NET Scheme in Primary Schools;
 - (b) the teacher's normal place of residence is established as being outside Hong Kong; and
 - (c) the teacher or his/her 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/her or his/her spouse's employment.

Allowance

2. A Special Allowance of HK\$20,989 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 paragraph 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/herself liable to disciplinary/legal proceedings and/or disqualification from receiving Special Allowance if he/she 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/she at any time consider this 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. NETs who meet the eligibility criteria under paragraph 1 above may apply for the Special Allowance by submitting a completed PNET-Form B, "*Application for Special Allowance*", attached to Education Bureau Circular No. 8/2009, via their schools to the NET Administration Team of the EDB.