

Education and Manpower Bureau Circular Memorandum No. 105/2005

From : Permanent Secretary for Education and Manpower

Ref. : EMB(CD)SD/PNET/1/8

Date : 6 June 2005

To : Supervisors/Heads of aided primary schools, aided primary special schools and special schools with primary section

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

Native-speaking English Teacher (NET) Scheme in Primary Schools

Letter of Appointment

SUMMARY

This circular memorandum aims to provide a revised specimen letter of appointment and memorandum on the terms and conditions of service for schools' use when preparing contracts for NETs appointed under the NET Scheme in Primary Schools. This circular memorandum supersedes the Education and Manpower Bureau Circular No. 7/2004 dated 21 May 2004 on the same subject.

DETAILS

2. The conditions of service for all NETs employed under the NET Scheme in public-sector primary schools should be the same as those stipulated in the attached Memorandum on the Terms and Conditions of Service for Appointment as Teacher under the NET Scheme in Primary Schools. 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 Primary Schools should be followed.

3. For the contract commencement date and termination date of the NETs, supervisors are requested to follow the guidelines in Attachment A.

4. A duty list of a NET is attached in Attachment B for your reference and it does not form part of the contract.

5. Schools are advised to read this circular memorandum in conjunction with the Education and Manpower Bureau Circular Memorandum No. 118/2004 dated 7 June 2004 on Letter of Appointment (for Teachers in Aided Schools).

ENQUIRY

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

Dr. CHAN Ka-ki
for Permanent Secretary for Education and Manpower

Attachment A**Contract Period of Teachers Employed under the
Native-speaking English Teacher (NET) Scheme
in Primary Schools**

1. The normal period of appointment for a NET is two years.
2. For NETs newly appointed under the NET Scheme in Primary Schools, the appointment should normally start on 16 August and end on 15 August two years later. Any subsequent renewal of contract for these teachers should also start on 16 August and end on 15 August.
3. If a NET is appointed after 16 August but within the first term of the school year, the contract should end as if it had commenced on 16 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 16 August in the calendar year in which his/her employment commenced. In any case, the contract should end on 15 August. Taking the 2005/06 school year as an example, if a NET is appointed on 15 October 2005, which falls within the first school term, his or her contract should end on 15 August 2007. If the NET is appointed on 10 February 2006, which happens to be within the second term, his or her appointment should end on 15 August 2008.
4. For a prospective NET who is being employed on any terms in a school immediately prior to be appointed under the NET Scheme, and whose present appointment ends on a date not on 15 August (say, 31 August), the contract under the NET Scheme should take effect no earlier than the day after the end date of the present appointment (say, 1 September) and should end as if it had commenced on 16 August of the school year when appointed under the NET Scheme in Primary Schools.

Attachment B

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

The exact duties of the NET should be determined by the Principals/Supervisors of the Base School and the Partner School according to the specific needs of the two Schools. In general, the duties of the NET include the following:

1. To undertake teaching duties, developing and trying out good teaching strategies/activities related to the learning, teaching and assessment of English;
2. To provide support for the English Panel, including contributing to school-based curriculum development and professional development of fellow teachers as well as developing and preparing learning/teaching materials;
3. To organize and conduct extra-curricular activities related to the English learning and teaching such as plays/skit performances, school-based English camps, English language days, games, story-telling activities, songs and dances, verse speaking and extensive reading; and if applicable, to contribute to other extra-curricular activities such as IT, art and craft activities and sports;
4. To act as a language policy advisor for the principals and teachers in the Schools; and
5. Where applicable, to play an active role in regional teacher development programmes, including lesson demonstrations and experience-sharing with other teachers.

SPECIMEN

**Letter of Appointment -
Teacher under the Native-speaking English Teacher (NET) Scheme
in Primary Schools**

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

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

Name of Supervisor of Base School: _____
(Full Name in English)

Name of Managers of Base School: _____

Name of Principal of Base School: _____

Dear Sir/Madam,

The Management Committee of _____ School (the Base School) hereby offers you an appointment as a teacher 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 Teacher under the Native-speaking English Teacher (NET) Scheme in Primary Schools (the Memorandum).

During the period of employment, you may be required to perform duties both in the Base School and in the partner school (the Partner School) whose particulars are set out below for your information:

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

Name of Supervisor of Partner School: _____
(Full Name in English)

Name of Managers of Partner School: _____

Name of Principal of Partner School: _____

Note: The Base School and the Partner School are collectively called "the Schools" in this letter.

You will normally work in the Schools in alternate weeks. You will also be required to attend regular professional development workshops and training organized by the Education and Manpower Bureau.

On appointment, you will be remunerated at HK\$ _____ per month (Master Pay Scale point _____* [of the reference pay scale **]) with incremental date on _____ on the assumption that you assume duty on _____ as NET in the Schools. 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 Base 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 and Manpower 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 MPS Point 22 unless you have obtained a postgraduate diploma in Education or an equivalent qualification.] *[You are required to obtain a Teaching of English as a Foreign Language or a Teaching of English as a Second Language (TEFL/TESL) qualification at least at certificate level within the first Contract of your employment at your own expenses and in your own spare time. If you fail to obtain the qualification required within the specified time, you may not be re-employed as a NET upon the completion of the first Contract.]

Please note that the assessment results of the academic and teacher training qualifications and the salary particulars stated above are valid only for appointment under the NET Scheme in Primary Schools. You would have to be subject to a separate assessment if you change to another appointment not under the NET Scheme in Primary 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 Schools as specified above.

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 8 of the Memorandum for details of the MPF arrangements. For details concerning exemption, please refer to Education and Manpower 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 and Manpower 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 of the Base School. 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 the Base School at _____ *A.M./P.M. on _____. * [You will be required to attend an induction course to be organized by the Education and Manpower Bureau for all teachers newly employed under the NET Scheme in Primary Schools, the schedule and programme of which will be informed separately.]

Yours faithfully,

(_____)
Supervisor

Mr/Ms/Mrs _____

(Name of teacher offered appointment)

Address: _____

_____ Date _____

Footnote

* Delete if inapplicable

** Reference pay scale is the pay scale introduced on 1 April 2000 for appointment on starting salaries. (To be deleted if the pay point does not fall on the reference pay scale.)

**Memorandum on
the Terms and Conditions of Service for Appointment as Teacher
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) 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 Employment

- 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 Base School and the NET (the Contract).
- 1.2 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.

2. Qualifications Requirement

According to the qualification requirements for appointment of NETs in primary schools promulgated in the Education and Manpower Circular Memorandum No. 60/2005 dated 20 April 2005, a NET who does not possess a Teaching of English as a Foreign Language or a Teaching of English as a Second Language (TEFL/TESL) qualification is required to obtain a TEFL/TESL qualification at least at certificate level within the first Contract at his own expenses and in his own spare time. For details concerning whether the TEFL/TESL qualifications obtained by a NET are up to the standard, please refer to the Education and Manpower Bureau Circular No. 12/2003 on Teaching of English as a Second/Foreign Language Qualification.

3. General

- 3.1 The NET is subject to the provisions of the Prevention of Bribery Ordinance (Cap 201).
- 3.2 The NET appointed is not eligible for promotion in both the Base School and the Partner School as specified in the Letter of Appointment under the Scheme.
- 3.3 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.
- 3.4 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.

3.5 For NETs 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 two Schools as specified in the Letter of Appointment and to stay in Hong Kong for an initial period of at least one year. The Schools shall not be liable for any loss or damage whatsoever should the NET's 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 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 two Schools as specified in the Letter of Appointment and to continue to stay in Hong Kong for at least one year. The Schools shall not be liable for any loss or damage whatsoever should the NET's application be turned down by the Director of Immigration.

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

4. Duties

- 4.1 The NET shall be responsible to the Principals/Supervisors of both the Base School and the Partner School and perform such duties as may be assigned to him by the Principals/Supervisors of the two Schools.
- 4.2 The NET shall obey and comply with all the rules of the Schools to which he is appointed.
- 4.3 The normal hours of work for the NET is the school hours of the Schools in which he works. However, hours of work may vary depending upon the needs of the Schools.
- 4.4 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 Principals/Supervisors of the Schools. The Principals/Supervisors may also require the NET to attend educational courses or seminars outside school hours.

5. Work Outside School

- 5.1 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 Supervisor of the Base School in consultation with the Supervisor of the Partner 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.
- 5.2 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.

6. Salary and Increments

- 6.1 Full salary will be paid from the date of assumption of duty.
- 6.2 Salary is paid monthly in arrears in Hong Kong dollars.
- 6.3 Emoluments are subject to local taxation.
- 6.4 The pay scale for NET is equivalent to Point 12 to 29 / 24* of the Master Pay Scale.
- 6.5 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 Education and Manpower Bureau. This salary will be a rate equivalent to an entry pay point on the appropriate pay scale introduced on 1 April 2000 for appointment on starting salaries (the reference pay scale), or a pay point on the increment pay scale as appropriate.
- 6.6 For a NET who is remunerated on the reference pay scale, subject to paragraph 6.7 below, he will, on completion of one year's service, move to the next higher pay point on the appropriate increment pay scale (which is the pay scale for NETs not remunerated on starting salaries) and progress along the increment pay scale in subsequent years. For a NET who is remunerated on the increment pay scale, subject to paragraph 6.7 below, he will progress along the increment pay scale. It may subsequently be further adjusted under the annual pay adjustment exercise. Such adjustment may take the form of a pay increase, pay freeze or pay reduction.
- 6.7 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.
- 6.8 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.
- 6.9 Increments of salary are not automatic. Increments will not be granted or their payment will be stopped or deferred if the Principals/Supervisors of the Schools are not satisfied with the performance of the NET.
- 6.10 For part of a month, salary will be calculated as follows:

$$\frac{\text{No. of days of service in the month}}{\text{Total no. of days in that month}} \times \text{monthly salary}$$

- 6.11 Salary shall continue to be paid during school holidays, subject to the conditions specified below for the payment of salary on termination of service.
- 6.12 On first appointment in Hong Kong and on application by the NET, the Principal/Supervisor of the Base School 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.

- 6.13 Except as otherwise provided in this Memorandum, this appointment does not entitle the NET to any allowance, perquisite or pension benefit.
- 6.14 The Base 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 Base School or the Partner 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 Schools either during his service or upon his leaving such service.

7. Gratuity

- 7.1 Upon satisfactory completion of the full period of service required by the Letter of Appointment, or if the NET's service is terminated by the School for reasons other than unsatisfactory performance or conduct of the NET, the NET will be paid a gratuity for the period of service completed, including school holidays taken within the period of service. Specifically, the gratuity will be granted only if both the Base School and the Partner School are satisfied that the NET's performance and conduct during the period of service has been satisfactory.
- 7.2 The gratuity payable for the Contract will be the sum as specified in the Letter of Appointment.
- 7.3 The Base School may withhold the grant of gratuity if the NET is being subject to any disciplinary or criminal proceedings or investigation into any acts which may affect the grant of gratuity.
- 7.4 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 residual contract gratuity relating to the period of summer vacation immediately prior to the expiry of the Contract will be paid on the expiry of the Contract.
- 7.5 In the event of the NET's death during the period of appointment, the amount of gratuity payable will be paid to his estate.
- 7.6 The gratuity attracts salaries tax.
- 7.7 For the avoidance of doubt, if the NET resigns or is dismissed, or his service is terminated for reasons of unsatisfactory performance or conduct, he will not be granted any gratuity.
- 7.8 In circumstances where a gratuity is paid to the NET in the mistaken belief that he has:
- (a) satisfactorily completed his Contract and his obligations thereunder; or
 - (b) not been convicted of any offence that if determined on its own fact, would have led to the NET's dismissal from the service during and in respect of his employment with the Schools,

the Schools shall be entitled, without affecting its other rights, to recover from the NET the whole or part of the gratuity commensurate with all the circumstances of the case including the unsatisfactory nature of the NET's service and the seriousness of the offence on his part. Such right of the Base School shall survive the cessation of the Contract.

8. Mandatory Provident Fund

8.1 The Base 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.

8.2 If no exemption is applicable and the NET is registered to an MPF scheme, the Base 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.

8.3 In the event that any of 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 Base School shall be entitled to -

(a) deduct from the NET's relevant income under other employment contracts/agreements with the Base 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 Base School to the NET; or

(c) require the NET to pay to the Base School such employee's mandatory contribution for onward transmission to the NET's account under the MPF Scheme.

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

9. Eligibility for Fringe Benefits

The NET whose normal place of residence is outside Hong Kong will be eligible for those benefits referred to in paragraphs 10, 11, 12 and 13 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 and Manpower shall be the authority in determining whether a NET's normal place of residence is outside Hong Kong.

10. 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 costs of passages to meet 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.

11. Baggage Allowance

- 11.1 Subject to paragraph 18, the NET will be reimbursed for his traveling baggage expenses in the following circumstances:
- (a) when he travels to Hong Kong on appointment under 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.
- 11.2 A NET who has satisfactorily completed one or more Contracts in the Schools 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 11.1 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.
- 11.3 The present maximum rate 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.
- 11.4 All claims for reimbursement must be supported by originals of the receipts concerned.

12. Special Allowance

The NET may be eligible for a monthly allowance of HK\$10,500 which rate 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.

13. 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.

14. Leave Entitlement

- 14.1 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 Primary Schools/Special Schools*.

- 14.2 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 Primary Schools/Special Schools*.
- 14.3 Subject to the approval of the Management Committee of the Base School and the rules governing such leave in the relevant Code of Aid for Primary 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.
- 14.4 Subject to the recommendation of the Management Committee of the Base School and the rules governing such leave in the relevant Code of Aid for Primary Schools/Special Schools*, the Permanent Secretary for Education and Manpower may approve the grant of no-pay leave to a NET.
- 14.5 If part or the whole period of the sick leave/tuberculosis leave/maternity leave/special/no pay leave falls within duty days of the NET at the Partner School, the application and medical certificate, where appropriate, should be submitted through the Partner School to the Base School for approval.
- 14.6 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).

* Delete as appropriate

15. Resignation

- 15.1 The NET may terminate his service by giving the Base School one calendar month's notice in writing of his intention to resign or one month's salary in lieu of notice.
- 15.2 Upon his 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 Base School the amount paid for passages and other benefits as detailed in paragraph 18.

16. Termination of Contract

- 16.1 The Management Committee of the Base School 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.
- 16.2 If at any time a Government medical officer, or a consulting physician who acts on behalf of the Base 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.
- 16.3 Upon termination of appointment, the NET will be required to refund to the Base School the amount paid for passages and other benefits as detailed in paragraph 18.

- 16.4 Upon termination of service by the Management Committee of the Base School, the NET may forfeit all rights and benefits in respect of the Contract, except for those as provided for in paragraph 7.1.

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 Management Committee of the Base School if he neglects or wilfully refuses to perform his duties or in any manner misconducts himself or is convicted of a criminal offence.
- 17.2 Upon dismissal, the NET forfeits all rights and benefits in respect of the Contract.
- 17.3 Upon dismissal, the NET will be required to refund to the Base School the amount paid for passages and other benefits as detailed in paragraph 18.

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

- 18.1 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 17.1 to 17.3 (the Contract being the first contract), he will be required to refund to the Base School:-
- (a) the baggage allowance paid to him; and
 - (b) the cost for outward passages to Hong Kong provided for him and his family.
- 18.2 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 17.1 to 17.3 (the Contract being a subsequent contract), he will be required to refund to the Base School the cost of the outward passages to Hong Kong provided for him and his family for that Contract.
- 18.3 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.
- 18.4 If the NET resigns or his Contract is terminated for whatever reasons before the Contract period expires, he is liable to repay to the Base School the outstanding balance of any recoverable advance of salary in one lump sum.

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 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 end of Contract, whichever is earlier.

- 19.3 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.
- 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

Compensation for duty-related injury or death will be granted to the NET as provided under the Employees' Compensation Ordinance (Cap. 282).

21. Further Employment

- 21.1 The offer of further employment beyond the current Contract is solely at the discretion of the Base School. The Base School and the Partner School are 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 If the NET so requests, the Base 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.
- 21.3 Any further employment, if offered, shall be for such period and on such terms and conditions, including salary, as may be offered by the Base School. The Base 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.
- 21.4 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.

22. Other Conditions

[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 and Manpower may from time to time issue]

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

Passages upon appointment

1. A teacher who is employed as NET under the NET Scheme in Primary 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 Base 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 Base 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 Base 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 Base 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.

09/07

Annex A (cont'd)

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 Base 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.

Annex B**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 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\$10,500 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 and Manpower 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 and Manpower's decision shall be final.
8. Notwithstanding anything contained in this Annex on the Special Allowance, the Permanent Secretary for Education and Manpower 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 Base School for the Special Allowance by using the standard application form available at the Base School.

29/07

SPECIMEN
Letter of Acceptance
(to be completed by the Teacher)

(Address)

(Date)

The Supervisor

(Name of Base School)

(Address of Base School)

Dear Sir/Madam,

I have read and understand the provisions contained in the Letter of Appointment and the Memorandum attached. I accept the appointment under the Native-speaking English Teacher (NET) Scheme in Primary Schools 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 and Manpower concerning government/aided/ special schools.

Yours faithfully,

(Signature)

(Name in Block Letters)

* A copy of the Education Ordinance is available in the Schools for consultation.
The relevant Code of Aid may be obtained from the Schools or downloaded from EMB's website (www.emb.gov.hk).