



# **Employment Contract: Overseas Hire Teacher**

## **聘用合同：境外聘用外籍教师**

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## 聘用合同：境外聘用外籍教师

Party A (Employer) 甲方 (聘请单位)		
Name: 名称：	Nanjing International School 南京国际学校	(hereinafter: NIS) (以下简称：南京国际学校)
Address: 地址：	Xue Heng 8, Xian Lin College and University Town, Qi Xia, Nanjing 210023, Jiangsu, China	中国 江苏 南京 栖霞区 仙林大学城 学衡路8号

Party B (Employee) 乙方 (外国专家、外籍专业人员)		
Name: 姓名：		(hereinafter: the Employee) (以下简称：员工)
Gender: 性别：	Nationality: 国籍：	

### Term of Contract 合同期限

- This contract is on fixed term of contract from 1<sup>st</sup> August 2016 to 31<sup>st</sup> July 2018.  
本合同期限自 2016年8月 1日起至 2018 年 7月 31日。

### Salary 劳动报酬

- NIS awards Overseas Hire Teacher Contracts to teachers who hold three-year university/college degrees, and a valid teaching license based upon a further minimum one year of postgraduate study, leading to qualification to teach in schools. Alternatively, teachers with a minimum four-year university/college degree in education qualifying them to teach in their home country may also be hired. Entry level is at Incremental Point 0.  
南京国际学校与符合以下条件的人员签订境外聘用外籍教师的聘用合同，需持有3年制大学/学院的文凭，以及至少一年以上研究生学习，并在此基础上获得有效的教师资格证书。或者执有至少4年制的大学/学院的教育文凭，且在其本国具有教师资质的。聘任初期的起薪点为0点。

- Incremental Points: Concessions 按级加薪点：特殊待遇

- 2 years teaching experience post qualification in 3 to 18 education prior to employment at NIS (maximum 6 points): 1 point  
受聘于南京国际学校前，从获得教师资格起，已具有2年执教3至18岁年龄段的教学经验（最多6点）：1点
- Successful annual professional appraisal: 1 point  
合格的年度专业评估：1点

- Overseas Teacher Gross Pay Scale 外籍教师含税薪资标准

Increments shall be awarded according to the NIS scale. The Employee is placed on the NIS scale at Incremental Point X. The employee's annual gross salary will be RMBX. This placement is arrived at as follows:

根据南京国际学校的薪资标准评定按级加薪点。根据南京国际学校的薪资标准，员工的按级加薪点为X。员工的税前年薪为人民币X。具体依据如下：

- Prior experience 教学经验: X (X years)
- Successful annual appraisal 合格的年度专业评估:

5. The annual salary is paid into the employee's local bank accounts in Nanjing. In the annual salary, 10% is paid in August, and the remaining salary is divided into twelve monthly installments.

年薪发放至员工在南京的银行账户。年薪的10%于八月份发放，其余部分分为12个月发放。

Incremental Point 按级加薪点	Annual Gross Salary (RMB) 税前年薪 (人民币)	Annual Net Salary (RMB) 税后年薪 (人民币)
0	412,207	326,000
1	422,687	334,000
2	433,167	342,000
3	443,647	350,000
4	454,127	358,000
5	464,607	366,000
6	475,087	374,000
7	485,567	382,000
8	496,047	390,000
9	506,527	398,000
10	517,007	406,000
11	522,247	410,000
12	527,487	414,000
13	532,727	418,000
14	537,967	422,000
15	543,207	426,000
16	548,670	430,000
17	554,253	434,000
18		438,000

Annual Gross Responsibility Allowance (RMB) 年度税前职务津贴 (人民币)	Annual Net Responsibility Allowance (RMB) 年度税后职务津贴 (人民币)
52,183	39,137
66,667	50,000
106,557	78,274

At contract end, if the employee has not renewed the contract, full payment of salary and benefits due is made into the employee's local bank accounts on the last working day of the academic year.

合同到期时，如果员工未续签合同，则员工应得的工资以及福利，将于该学年最后一个工作日，足额发放至其在南京的银行账户。

Salary is paid 100% in RMB. The relevant China Individual Income Tax (IIT) would be borne by the individual. All the compensation indicated in this Contract is gross income and NIS will withhold the relevant China IIT and the net income would be paid to the employee.

薪水全部以人民币形式支付。相关个人所得税由员工本人承担。本合同中所列示的工资福利金额均为含税数额。学校会在代扣代缴相应的中国个人所得税后将税后收入支付给员工。

### **Working Days and Hours 工作时间**

#### **6. Annual Working Days 年工作日**

The working year consists of 185 days teaching and 10 further days for in-house in-service training. Teachers are expected to attend school for 195 days each academic year. The school may require teachers to attend in-service training during school vacation time, to a maximum of five days, at its expense. Contracts for holders of responsibility posts may specify more attendance days.

工作年度含185个教学工作日和10天额外的校内在职培训。每学年，教师应出勤195天。在学校假期中，学校有可能会要求教师参加最多5天的在职培训，费用由学校承担。责任岗位人员的合同会列明更多的出勤日。

New employees contribute up to one week further at the beginning of the contract, scheduled prior to the start of the academic year, for orientation.

合同开始时，新员工被要求在学年开始前一周到校，以参加入职培训。

#### **7. Classroom Contact Hours 教学课时**

Unless specified differently in the contract, teachers are scheduled for up to 75% contact time, based on a daily 100% schedule of 5 x 65 minutes, for students. Teachers act as substitutes for sick colleagues additionally, for short-term absences. Teachers are expected to show appropriately professional flexibility in this matter. NIS employs substitute teachers for longer-term absences.

除非合同中另行约定，根据学生每天5节课，每节课65分钟，教师工作时间的75%为教学课时。此外，教师需为因病而短期缺席的同事代课。对此，教师应以专业态度灵活对待。对于长期缺勤岗位，南京国际学校将聘用代课老师。

### **Leaves 请假**

#### **8. Sick Leave 病假**

Up to ten days per annum Sick Leave may be taken by the employee for illness and medical treatment, on full pay. Absence from work on sick leave for more than two consecutive working days must be justified by a doctor's certificate of being unfit for work. NIS regards Friday and Monday as consecutive working days. Further paid sick leave will not be granted. Further sick leave must be taken as unpaid leave, within the parameters outlined in this contract. In the case of protracted absence from work through illness, the school will agree with the employee to terminate this agreement, under mutually acceptable terms.

员工因病和治疗，全年可享有10天病假。连续两个工作日以上的病假，必须出示医生证明，说明原由。南京国际学校视星期五和星期一为连续工作日。额外的带薪病假不予批准。在本合同约定范围内，额外的病假作无薪假处理。如果因病造成请假时间的延长，经双方协商一致，学校同意与员工终止本合同。

The employee is entitled to use Sick Leave for the purpose of caring for a sick dependent. Evidence of the dependent's illness must be supplied in the same way as if the employee was sick.

员工可申请病假以照料患病家属。请假程序依照员工病假程序，并提供家属生病的证明。

#### **9. Maternity Leave and Paternity Leave 产假和陪产假**

The employee is entitled to Maternity Leave according to NIS Policy: 3 months with pay, and unpaid leave by agreement with the NIS Director.

根据南京国际学校的政策规定，员工享有3个月的带薪产假，以及由南京国际学校校长批准的无薪产假。

Paternity Leave is granted according to NIS Policy for a period of up to two weeks, taken within one month of the birth of the child, including vacation time.

根据南京国际学校的政策规定，从孩子出生后的一个月内，父亲可享有2周的陪产假，含学校假期。

10. Bereavement Leave may be granted at the discretion of the Director, as necessary, up to ten days per bereavement, on full pay. Bereavement Leave is granted in the case of death of a blood relative: spouse, parent, sibling, child, parent-in-law.  
丧假天数由校长酌情，如必要，最多可享有10天带薪丧假。丧假只适用于直系亲属的去世，直系亲属包含：配偶、父母、兄弟姐妹、子女和岳父岳母。
11. Professional leave may be taken at the discretion of the Director, up to five days per two years. Professional leave may be used only for the purpose of attending job interviews.  
由校长酌情，员工每2年可享有5天专业性休假。专业性休假只能用于参加招聘面试。
12. Unpaid leave may be granted on written request for bona fide purposes, at the discretion of the Director, up to five days per annum. Salary deduction for unpaid leave is made at the *per diem* rate. In all cases, NIS calculates the *per diem* rate as 1/195 of annual salary and allowances (if appropriate).  
书面陈述真实用途，由校长酌情，员工每年可享有5天无薪休假。无薪休假的扣薪按日扣除。总体来说，南京国际学校按照员工年薪和津贴（如享受）总和的1/195计算每日薪资。
13. Personal leave for up to two days per school year may be taken for administration purposes related to travel, and for meeting and dismissing visiting family or close friends. Each day of Personal Leave taken is deducted from Sick Leave for the current year. It may not be taken from previous or future years' Sick Leave. If Sick Leave is used up, no Personal Leave may be taken.  
因旅行及接送来访亲朋好友，员工每年可享有2天的事假。事假须从其当年的病假中扣除，而不可从往年或来年的病假中扣除。如果病假已用完，则不可请事假。
14. Total leave in any one academic year may not exceed twenty working days.  
每学年请假总天数不可超过20个工作日。
15. Departure from school prior to midday constitutes one day's absence. Departure from school between midday and 16.00 constitutes one half-day's absence.  
中午前的离校算缺勤一天。中午到16点之间的离校算缺勤半天。

### **Benefits 福利待遇**

16. NIS offers a lump-sum continuity allowance to teachers who have completed a two-year contract with a successful appraisal and are signing a new two-year contract. The continuity allowance amount is set by the NIS Board bi-annually.  
南京国际学校向两年合同期满且评估合格，并续签两年合同的教师发放一次性的续约津贴。续约津贴的额度每两年由南京国际学校董事会审定。
17. NIS offers a housing benefit to an Overseas Hire employee. Housing benefits will be set according to commercial rates in the University City Area.  
南京国际学校为境外聘用的员工提供住房福利。住房福利根据大学城地区的市场价格确定。
18. NIS provides the following relocation / home leave travel benefits for the employee.  
南京国际学校为员工提供以下的搬迁/探亲福利。
  - a) At contract start, economy flight from designated point of recruitment to Nanjing.  
合同开始时，从招聘地至南京的经济舱机票费用。
  - b) In June, for summer vacation, economy flight from NKG to the employee's home location (or that of their spouse or parents if different) and back, when the employee is returning to work for the following school year.  
六月份的暑假期间，从南京机场至员工家庭所在地（或其配偶、父母、配偶父母居住地）的经济舱机票费用，以及其在来年开学时返回南京时的经济舱机票费用。
  - c) At contract end, economy flight from NKG to designated point of recruitment.  
合同结束时，从南京到招聘地的经济舱机票费用。

- d) Employee may claim Home Leave Benefit for receipted travel expenses in lieu of flights  
b). Home Leave benefit is established before September 30<sup>th</sup> of each year, at the prices current in that month.

员工可凭旅行发票申请回国探亲福利，来代替b)所列的航程。每年的9月30日之前，根据当月价格确定回国探亲福利。

19. NIS compensates up to RMB7,470 for a single employee, RMB9,960 for a couple, RMB19,920 for a family with children, for shipping personal effects at the beginning of contract, and the same amounts at end of contract. These amounts are disbursed on presentation of receipts, with the first salary at contract start, and as required at contract end. Payments do not cover insurance payments or customs duties. No payment is available for shipping costs to China if the employee chooses to renew the contract. Return shipping allowance carries forward from the first contract to subsequent contracts.  
合同开始和结束时，员工的私人物品运费均由南京国际学校报销，额度为单身员工不超过人民币7,470元、一对夫妇不超过人民币9,960元，以及有孩子的家庭不超过人民币19,920元。报销需提供运费发票，合同开始时的运费报销随首月薪一并发放，合同结束时的报销仍需出具运费发票。运费报销不包括保险费或者进口税。员工选择续签合同的，其私人物品来华运费不予报销。私人物品回国运费从第一份合同顺延至其后所签订的合同。
20. NIS purchases international health insurance for the employee and his/her accompanying dependents. Each insured employee and employee's family member is responsible for the first RMB6,000 of medical expenses each year – this is known as a deductible. This is subject to a maximum of RMB18,000 per family per year. Health Insurance Deductible is payable to each insured employee in addition to August salary. Health Insurance (Individual) Deductible is RMB6,000, while Health Insurance (Family) Deductible RMB12,000 for an employee with more than one non-working dependents. Additional annual health-related transport and accommodation costs are covered for approved treatment at a medical centre outside Nanjing, on medical referral. NIS does not cover vaccination costs. The relevant China IIT would be withheld from the August salary.  
南京国际学校为员工及其家属购买国际健康保险。每位被保险员工及其家庭成员须承担每年医疗费用最初的6,000元人民币，即免赔额。每个家庭每年的免赔额不超过18,000元人民币。保险免赔补贴与八月份工资一并发放给每位被保险员工。保险免赔补贴（个人）为6,000元人民币。偕行两位及以上非工作家属的被保险员工的保险免赔补贴（家庭）为12,000元人民币。此外，学校每年还承担其它与健康有关的交通和住宿费用，使员工能获得根据医疗安排，由南京以外医疗机构提供的医治。南京国际学校不报销疫苗接种费用。相关的个人所得税会从八月份工资中扣减。
21. A settling-in allowance per household of RMB5,000 is paid to the employee on arrival in Nanjing. This payment is to cover purchase of initial essentials. It is made once only at the beginning of the first contract with NIS. The relevant China IIT would be withheld from the August salary. The employee may also request a short salary loan of up to RMB5,000 during the orientation week.  
员工抵达南京后，南京国际学校为其提供每户5,000元人民币的安家费。安家费用于购买最初的生活必需品。只有首次与南京国际学校签订合同的员工享有安家费。相关的个人所得税会从八月份工资中扣减。培训期间，员工也可申请不超过5,000元人民币的短期工资借款。
22. NIS reimburses with the first monthly salary payment initial visa, medical-related fees/costs incurred for entry to China, and other immigration related benefits claims against receipts. NIS maintains all residence and re-entry documentation for China, on behalf of the employee, at its own cost.  
对于员工为申请中国入境签证而产生的签证费、相关的医疗费用以及其它入境相关的费用，南京国际学校根据发票实报实销，报销款与第一个月的月薪一并发放。南京国际学校为员工代办所有的居留和再入境文件，相关费用由学校支付。

### **Job Description and Responsibilities 工作岗位和职责**

23. The Employee is employed as Teacher, a professional to discharge responsibilities at the behest of the Director of the school. Responsibilities shall include, but will not be limited to: 员工按聘请需要安排在教师岗位，以专业要求按照校长的指示履行职责。主要工作职责包括但不限于：

## **Aspects of Teachers' Work** 教师的工作职责

### **Classroom Practice** 课堂实践

- Lesson planning, delivery, assessment and recording  
备课、授课、评估和记录
- Returning student work with constructive feedback  
给学生作业以积极的反馈
- Subject/class responsibilities  
对所授科目/任教班级责任
- Adapting work to ELL and Learning Support needs  
调整教学以适应英语作为第二语言学习以及学习支持的需要
- Homework responsibilities  
对家庭作业责任
- Pastoral care of students  
对学生无微不至的关怀
- Classroom environment and display  
教室环境以及展示
- Implementing IB programmes  
IBELL课程的实施

### **Commitment beyond the classroom** 课外义务

- Attendance at and contribution to meetings  
出席并参与会议
- Participation in professional development activities within the school  
参加校内的专业发展培训
- Commitment to professional development outside the school  
参加校外的专业发展培训
- Attendance at parent consultations  
出席家长会
- Attendance at official NIS functions  
出席南京国际学校的官方活动
- Commitment to a student after-school activity once per week  
参加每周一次的学生课外活动
- Leading professional development initiatives derived from IB workshop attendance  
通过参与IB培训，调动专业发展主动性
- Attendance at and contribution to sporting, cultural and special student activities  
出席并参与体育、文化和专项学生活动
- Teachers may be required to accompany students overnight on educational visits and excursions for up to two days per school year. These days may include weekends.  
在教学访问和每学年为期2天的远足活动中，教师会被要求在夜间陪同学生。这样的活动可以包括周末。

### **Team Work** 团队工作

- Parent liaison where there are student concerns  
有关学生事宜时，与其家长联络
- Pastoral care of staff  
无微不至的关心同事
- Collaboration with colleagues  
同事间的协作
- Collaboration with ELL and Learning Support colleagues  
与ELL和学习支持同事的协作
- Collective responsibility for school policy implementation  
学校政策执行中的集体责任感

### **Administration** 行政

- Report deadlines  
按期完成的报告
- Budget responsibilities  
制定预算的责任
- Curriculum documentation  
课程材料的准备

- Collaboration in curriculum development as necessary  
必要的课程发展中的协作

### **Professional Appraisal 专业评估**

24. The purpose of professional Appraisal is to assist the employee in his/her professional development. Teachers participate in annual professional Appraisal.  
专业评估旨在帮助员工的个人专业发展。教师参与每年的专业评估。

### **Termination of the Contract 合同的终止**

25. Where the school has signalled in writing, within the first eight months of this contract, concerns over the employee's professional performance, and these remain unresolved, the school may terminate the contract without prejudice. In this case, full repatriation benefits will be provided to the employee and dependents.

在合同履行的前8个月之内，当员工被书面告知其存在的工作表现问题，且这些问题仍未解决的，学校可以无损于合法权利地解除与员工的合同。在这种情况下，学校将全额支付员工及其家属回国的津贴。

26. Termination by the employee is subject to three months written notice to quit, submitted to the Chair of the NIS Board. No repatriation or shipping payment will be made. Welcome salary and Salary enhancements, already paid out during the current contract, is repaid by the employee to the school, in equal instalments, over the remaining months of the employee's employment.

员工提出终止合同的，应提前3个月书面提交南京国际学校董事会主席。学校不予支付其任何回国和私人物品运费。就其在该合同期内获得的薪水增加，员工应在余下的工作月中，分期偿还给学校。

Termination by the employer is subject to three months written notice, submitted to the employee by the Director and the Chair of the NIS Board, following two written warnings being issued to the employee, signed by the Director and the NIS Board Chair. The Board may require the employee to accept three months pay in lieu of notice. The school undertakes to assist in repatriating the employee and his/her dependents, at the cost of the employee, by deduction from salary. The school does not pay shipping costs to the designated point of recruitment.

被南京国际学校校长和董事会主席两次书面警告的员工，南京国际学校可提前3个月书面解除合同，该书面通知由南京国际学校校长和董事会主席签署。董事会亦可要求员工接受3个月薪水以代替提前通知期。学校承诺协助员工及其家属的回国事宜，相关费用由员工自行承担，并从员工薪水中扣除相应金额。学校不承担其私人物品到招聘地的运费。

Termination by the employer may include but shall not be limited to the following reasons:  
学校与员工解除合同可能因为以下原因，但又不仅局限于以下原因：

- Unprofessional conduct  
违反职业准则的行为举止
- Incompetence  
能力欠缺
- Insubordination  
不服从学校的安排
- Unsuccessful professional Appraisal  
专业评估不合格
- Breach of contract  
违反合同
- Forced retrenchment  
被迫精简人员

27. Contract Term Reduction or Extension 合同条款减少或扩充

Employees changing the term of their contract with NIS, with the agreement of the school, will be dealt with in accordance with NIS policy.

员工提出修改其与南京国际学校的合同条款，并得到学校的同意的，根据南京国际学校的政策进行处理。



## Renewal 合同续签

28. By the last year of the term, the employee shall inform NIS in writing of intention not to renew this contract by December 1<sup>st</sup>, while NIS reply in writing by December 8<sup>th</sup>.  
在本合同的最后一年，员工应在12月1日前，以书面形式通知南京国际学校是否续签合同；南京国际学校则在12月8日以书面形式回复。

Party A (Employer) Nanjing International School  
甲方 (聘请单位) 南京国际学校

Director: Date:  
校长： 日期：\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
dd mmm yyyy

Board Chair: Date:  
董事会主席： 日期：\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
dd mmm yyyy

Party B (Employee)  
乙方 (外国专家、外籍专业人员)

Name: Date:  
姓名： 日期：\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
dd mmm yyyy

**Appendix:**

In accordance with the NIS Personnel Handbook, the list of my dependent(s) is as follows.

**3117 Definition of Dependents**

1. Subject to policy on duplication of benefits (3112), a dependent is a child or up to one adult partner cohabiting in a permanent relationship with a teacher holding an Overseas Hire Teacher contract, in the same domicile. NIS shall deem permanent any such relationship declared in writing to the Director, following a six-month period of cohabitation after the declaration is made.
2. For contractual purposes, NIS regards an employee’s dependent as being the life partner, legal spouse, or natural or adopted child. After graduating from High School (usually age 18) the dependent is no longer classified as a child.

No dependent.

Dependent List:

Name	Relationship

Staff Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_