



Contract for Employment of Alien Teaching Staff

This agreement is made on: Day..... Month..... Year AD..... B.E.....

Between

1. Joseph Upatham School, Takham, Sampran, Nakhon Pathom, 73110 Thailand
Herein after named the **'Employer'**

And

2. First Name..... Middle Name..... Last Name
Herein after named the **'Employee'**.

Date of Birth..... Place of Birth.....Country.....

Passport Number.....Dated..... Nationality.....

Permanent address: Street.....

County/District.....

City.....

State.....

Country.....ZIP/Post Code.....

- 3.a. The employer herein agrees to employ the employee to perform the duty of Teaching.....
- 3.b. The employee hereby agrees to perform the duties as described in this contract and its annexes.

4. For the period of :

4.1 From (First day of employment) Day.....Month..... Year AD.....B.E.....

4.2 To (Last day of employment) Day.....Month..... Year AD..... B.E.....

6. Remuneration

- 6.1. For full time employment the employee shall receive monthly remuneration of Thai baht as from:

Day.....Month..... Year AD..... B.E.....

- 6.2 For additional duties and overtime the employee shall receive hourly remuneration at the rate of:

6.3 Special evening courses (students) Thai baht per hour.

6.4 Special evening courses (adults)..... Thai baht per hour.

6.5 Special Saturday courses (students) Thai baht per hour.

6.6 Special Saturday courses (adults) Thai baht per hour.

6.7 Substitution classes Thai baht per hour.

7. Employment (General and Pay Conditions)

- 7.1 The employee agrees to devote full time for the performance of duty under this agreement so as to achieve the best result according to his knowledge and ability and agrees to refrain from accepting any employment or engaging in any occupation throughout the term of this agreement.
- 7.2 The employee agrees to provide all such documentary evidence of academic qualifications, references, experience and police record as required by the employer in order to establish the professional, ethical and moral competency for this employment (see NOTE 3.)
- 7.3 The employee acknowledges a probationary period of days beginning from the first day of employment.
- 7.4 The employer agrees to pay the monthly salary on the last working day of each month.
- 7.5 The employer agrees to pay the overtime wage salary within the first ten days of the following month.
- 7.6 The normal weekly working hours will be a **20 - 24** periods per week, each of 50 minutes duration.(see NOTE 1.)
- 7.7 The normal hours of work are: **Monday to Friday, from 07:45 am. to 04:15 pm. (16:15 hrs).**
- 7.8 Regular courses paid at the rates in paras. 6.2 – 6.6 will be subject to addenda to this agreement.
- 7.9 The employer may require the employee to be present on up to one days per semester for special events.
- 7.10 Non teaching weekdays are considered working days and normal attendance of the employee is required.
- 7.11 The employee will be required to pay income Tax under the Thai taxation Law.
- 7.12 The employer will provide free lunch in the Thai staff canteen Monday to Friday.
- 7.13 The employee is herewith informed that advances in salary cannot be accorded under any circumstances.

8. Employment (Teaching Duties and Lesson Administration)

- 8.1 The employee agrees to teach all and any grades according to his experience, qualifications and competency. Classes to be taught are specified by the employer and are generally classified as follows:
- Kindergarten 1- 3, Grades 1 – 6, Grades 7 – 12, JS Bilingual Section. (for workloads see NOTE 1.)
Extra Classes (Children, Adults, Seminarians, Vocational): OPTIONS
- 8.2 The employee will conduct mid-term and end of term exams for their students for each semester and submit correct and fair grades by the date(s) stipulated by the employer.
- 8.3 The employee will evaluate the development of English skills of each student before the final examination of each term and submit the reports by the date(s) stipulated by the employer.
- 8.4 The employee will prepare and submit typewritten lesson plans as required by the employer in the stipulated form.
- 8.5 The employee will submit typewritten lesson reports as required by the employer in the stipulated form.
- 8.6 The employee will teach language content and skills according to the syllabus as stipulated by the employer.
- 8.7 The employee will prepare lessons and teaching materials, handouts, and check homework during school hours.
- 8.8 The employee will teach substitute classes as required during normal school hours. (see remuneration, para. 6.7)
- 8.9 The employee will attend all meetings on the time and day during working hours as stipulated by the employer.
- 8.11 The employer will provide all materials, stationery and photocopies necessary for the preparation and delivery of lessons.
- 8.12 The employer will provide individual workspace for the employee for the purpose of school duties and teaching. (NOTE 2.)

9. Employment (Discipline and Conduct)

- 9.1 Teachers will observe the following dress codes and appearance at all times while on the campus during school hours:
- 9.1.1 **Female teachers**
- Skirt below the knee.
 - Short, or long sleeved blouse .
 - Sensible shoes (no strapless, no stilettos).
 - Trousers (pants), trainers and sandals are NOT allowed.
 - Long hair should be tied and must not be allowed to fall into student's faces.
- 9.1.2 **Male Teachers**
- Plain knife-edged pressed, non tight-fitting trousers with or without turn-ups (cuffs). Plain belt.
 - Plain, well ironed long or short sleeved shirts in sober tones.
 - Non clashing, correctly knotted tie at ALL TIMES while on the campus during school hours on weekdays.
 - Brown or black conventional laced or slip-on leather shoes.
 - Trainers, sandals or leisure shoes are NOT allowed.
 - Hair is short (above the ears) and very tidy and conventional.
- 9.1.3 **Dress-down**
- The employer allows a gentle degree of leisure attire for weekend teaching, but the employee acknowledges that jeans, t-shirts, shorts and trainers are NOT to be worn. Female employees will NOT expose their shoulders or lower neck except for very special occasions within the style of traditional folk costume or what is permitted for sports.
- 9.1.4 **Appearance (Both genders)**
- Employees will not expose visible piercing (including nose-rings and studs).
 - Employees will not expose tattoos.
 - Employees will not wear excessive jewellery (e.g. multiple earrings).
 - Employees will not wear heavy makeup.
 - Male employees will not wear earrings.
- 9.2.1 **Rewards:** Employees will neither request nor expect rewards or favours from students or parents.
- 9.2.2 **Rewards:** Employees may accept unsolicited modest gifts from students or parents.
- 9.3 **Alcohol** Consumption of on the campus is strictly forbidden.
- 9.4 **Smoking** is not allowed in the buildings or inner courtyards or in the presence of students.
- 9.6 Employees may not be absent from the place of work during the stipulated working hours without permission.
- 9.7 The employer will, with prior consent, allow the employee to be absent from the workplace for acceptable reasons such as medical and administrative visits (see para. 10.)

10. Leave

- 10.1 Saturday and Sunday are holidays except for those who have agreed to work on these days.
- 10.2 The employee is not expected to work on National Public Holidays and International Holidays. (see NOTE 4.)
- 10.3 Paid holidays during semester breaks are accorded on the conditions agreed in Annex A of this contract.
- 10.4 The employer will inform the employee in advance of any holidays in para. 10.2.
- 10.5 The employer reserves the right to grant extra paid holidays and days off without prior notice.
- 10.6 The employee who for justifiable private reasons needs to take unpaid leave must apply for leave approval at least 24 hours in advance.
- 10.7 **Penalties** for absence and lateness will be incurred as follows and deducted from salary:
- 10.7.1 Late arrivals at work after 07:45 am on three occasions during one calendar month: One day's pay.
- 10.7.2 Leaving work before 16:15 without permission on three occasions in one calendar month: One day's pay.
- 10.7.3 Absence from work without permission and without due cause or reason or for 7 consecutive days: 1,600 baht per day.
- 10.7.4 Absence from work without permission and without news or notification for 3 consecutive days: 1,600 baht per day and immediate termination of contract.

11. Sickness and sick leave

- 11.1 The employee is covered by accident insurance at the employer's cost during the validity of this contract.
- 11.2 The employer will inform the employee of available subsidized full health care schemes.
- 11.3 During a two-semester contract a maximum of seven (7) days sick leave with full pay will be granted.
- 11.3 During a one-semester contract a maximum of three (3) days sick leave with full pay will be granted.
- 11.4 The employee will inform the employer by telephone or other message before 07:45 am. of any inability to be at the place of work for health reasons. failing which the loss of pay for the day will be incurred.
- 11.5 Failure to submit a medical certificate within 24 hours of the fourth day for an absence of three consecutive days for health reasons will be deemed unpaid leave for the days of absence.

TERMINATION of EMPLOYMENT by DISCHARGE and PENALTIES

- 12. INSTANT DISCHARGE (grounds):** The following will lead to instant discharge with loss of all rights and benefits under the terms of this contract:
 - 12.1 Intentionally opposing the administrative and executive staff and/or refusing duties stipulated in this contract.
 - 12.2 Engaging in sexual relations with members of the staff or students.
 - 12.3 Use, sale or distribution of drugs and narcotics defined as illegal by Thai and/or international laws.
 - 12.4 Being under the influence of alcohol on the campus and/or during school hours.
 - 12.5 Taking part in or being an accessory to any activity which is illegal under Thai law and/or international law.
 - 12.6 Providing false claims and/or documentation concerning employee's identity and/or qualifications and/or police record.
 - 12.7 Willful damage to any property belonging to the school or its employees.
 - 12.8 Physical harm, injury or threat thereof to its staff, its students or its agents.
 - 12.9 Intentionally discrediting the school and/or its personnel in word or in writing.
 - 12.10 Disuniting or attempting to disunit the staff and/or students.
 - 12.11 Having been discharged with or without notice from a previous employment for any of the reasons in 12.1 – 12.10.

- 13. INSTANT DISCHARGE (penalties)**
 - 13.1 In the case of instant discharge the employer will:
 - Deduct any costs arising from the reason (damages and/or compensation) for discharge from any monies or salary due to the employee.
 - Revoke and annul the claim for any flight paid or to be paid for by the employer
 - Deduct from any monies or salary due to the employee to a maximum of 50% of the costs of providing a teacher licence, a work permit, a visa, and accident insurance. In certain cases the employee will be prevented by the authorities from leaving the Kingdom until such matters are settled.
 - Expel the employee on the same day from accommodation provided by the employer.

- 14. NOTIFIED DISCHARGE:** The following will lead to discharge with notice ranging from one week to one month according to the gravity of the situation and will be notified in writing:
 - 14.1 Incapacity for, and/or absence from work for other than genuine health reasons.
 - 14.2 Repeated infractions of ANY or an accumulation of ANY infractions of the terms of this contract after three (3) verbal and/or written warnings for Any or ALL of the terms of this contract.
 - 14.3 Having been discharged with or without notice from a previous employment for any of the reasons in 14.1 – 14.2.

NOTE 1. Workload. Staff with light preparation teach more periods. Heavy preparation is compensated by less teaching.
NOTE 2. Workspace. Own lockable desk in foreign teachers' staff room.
NOTE 3. Probation. During the probationary period the employer reserves the right to undertake any investigation as to the character, honesty, competency and qualifications required for this employment. During the probationary period the employment may be terminated by either party. Due to the individual case, this may be terminated with or without notice.
NOTE 4. Holiday work. If an employee is required to work on a public holiday a day's leave will be granted in lieu.

ANNEX A

Paid holidays (vacation). The employee will receive remuneration as follows for the periods:

- 1. From..... To..... Thai baht:
- 2. From..... To..... Thai baht:
- 3. From..... To..... Thai baht:

ANNEX B

Paid flights:
The employer will reimburse the cost of flights on successful completion of this contract, as below:

- 1.
- 2.

I hereby agree to the terms and conditions of this contract and to be bound by them until the date in Para. 4.2.

Employee: FULL NAME & Signature..... Date.....

Witness: FULL NAME & Signature..... Date.....

Employer: FULL NAME & Signature..... Date.....

Witness: FULL NAME & Signature..... Date.....

ANNEX C (HANDBOOK) In the even of conflicting information in the contract or the handbook, this contract is binding. I hereby acknowledge that in addition to this contract, I have received, read and understood the contents of the HANDBOOK.

Signed:
Employee: FULL NAME & Signature..... Date.....

ANNEX D

Free Rental Agreement for Accommodation

A. The employer will provide free accommodation for the duration of the working contract plus:

- Fourteen (14) before commencement of work.
- Seven (7) days after completion of contact.

At: CNC Mansion, Takham, Sampran, Nakhon Pathom 73110, Thailand.

B. Infractions of the conditions of the free rental will result in notice of three (3) days to find alternative accommodation at the employee's own cost.

C. The employee will pay a deposit of two thousand baht (2,000), which will be refunded at the end of the first semester's successful completion of contract.

1. The school provides FREE basic accommodation for its teachers up to seven days after completion of the working contract. The furnished air-conditioned studio type 36 sq.m apartments have a bathroom and small balcony. The apartment has a tiled floor. The bathroom is equipped with a shower, washbasin, mirror and sit-down toilet. Hot water is not provided, but the tap water in the tropics is always reasonably warm.

2. The cost of water, electricity and telephone are metered, and are billed monthly to the occupant. The house management provides a detailed bill at the end of each month which must be paid within seven days.

3. The condo is situated at a ten-minute walk from the school in a quiet street away from the built-up area. The building is in its own grounds, part garden with lawn, part yard and car park and has a gate-keeper's lodge and night security. It has a video rental shop, a convenience store and a cafeteria. Access after 10 pm to the building is by key card. The guard informs the management of all non-residents entering the compound and the corridors of the building are monitored by CCTV for added security. One key card is provided free. In case of loss or damage, a replacement key card will be provided at a cost of 300 baht.

4. The rooms are lockable and occupants can also add their own lock to the door. The furnishings and fittings comprise:

- Bed (4 x 6 foot with mattress)
- Wardrobe
- Dressing tables with mirror, shelves, drawer and cupboard
- Computer desk with built-in shelf and drawer
- Swivel chair
- Bedside table
- Fan
- Pillow and pillow case
- Bed sheet (2)
- Coverlet

5. In the condo two other rooms are reserved for the use of the foreign teachers:

Living room with Cable TV, sofas, tables, washing machine, ironing board and iron, refrigerator

Kitchen-dining room with Tables, chairs, food storage, refrigerators, microwave, water cooler, hot water boiler, toaster, grill, gas cooker, cooking utensils, cutlery and crockery.

6. Living in the 'mansion' is a privilege and it is not imposed by the school. There are however certain constraints attached to the free accommodation which are designed to protect the school's interests. Anyone who would like to enjoy less regimentation is free to seek alternative accommodation at his/her own cost. (Outside rentals often require a month's rent plus a month's rent deposit in advance will only usually be refunded if the tenancy is kept for more than six months. The school will not give financial assistance).

7. Conditions attached to living in the Mansion:

7.1. Overnight guests are NOT permitted in the rooms unless they are *bona fide* members of your IMMEDIATE family, or very close friends on a short visit from abroad. (In the later case, the school may even be able to provide them with a free room subject to availability).

7.2. The accommodation is not available for unmarried couples.

7.3. Consumption of alcohol is not allowed in the apartments.

7.4. Public displays of drunkenness and indecent or abusive conduct in the Mansion compound (or anywhere else for that matter) are NOT tolerated. A breach of this rule can result in 3 days notice to find alternative accommodation at the employee's own expense. Extreme cases of indecent or abusive behaviour could lead to dismissal from employment at Joseph Upatham School.

7.5. Employees are JOINTLY responsible for the cleanliness of the kitchen and the TV room and excessive electricity bills from failure to switch off appliances or repairs staff WILL be shared out and passed on to the residents.

7.6. It is in teachers' own interest to keep their rooms clean - rooms will be inspected at the end of a contract and any repairs, redecorating or heavy cleaning due to residents' neglect will be charged for or deducted from deposit and/or salary).

I hereby acknowledge that I have read and understood the conditions of the accommodation agreement and that I agree to conform with the conditions of this agreement..

Signed:

Employee FULL NAME & Signature..... Date.....