

Contract Advice

Author unknown but sound advice.

The contract you sign securing your teaching position in China will define the parameters of your existence in ways you never thought possible. However, as an expatriate - an alien - a foreigner your contract is not your enemy. It is your opportunity; your chance to define all that you can enjoy. It's the best way to eliminate misunderstanding and clearly set out what the year ahead will bring. Two sample contracts are included at the end of this article. After you've gotten a contract offer, nothing is more helpful than getting in touch with someone who is or who has recently finished teaching English in the school.

Full time teaching is defined by having from 12-20 hours a week. 20 hours can exhaust. Try to keep it to no more than 16. Your teaching in China will also include a few hours outside of the traditional classroom setting, in such venues as the "English Corner", a free flowing discussion designed to allow a more relaxed opportunity for students to practice their English; its nationally popular and an expected part of the Foreign Teacher's curriculum. It can account for from 1 to 3 hours per week. All of these hours should be clearly marked in the contract as falling either within the salaried hour or as per hour work.

The going hourly rate for teaching English in China is currently hovering between 150 and 200 rmb/hour. Be sure to define your rate of pay for any outside hours that you hear about from other teachers: maybe you teach 16 hours a week, but once a month you are required to take a class to McDonald's. If so, your hourly rate should be listed directly next to this activity.

Duration of pay: be clear about the number of months you'll receive your pay. If you'll be teaching for a year, is that 12 months...or 10 1/2 ? What will your pay be during Chinese New Year and other holidays? When you put these in the contract, do not leave these as merely worded expressions of the salary. Put down a numerical figure, either handwritten next to the words or in an appendix.

Convertibility: most schools place a limit on the amount of rmb you can convert to hard currency. This limit needs to be clearly stated.

As at home, benefits are often the deciding factor in making a job choice. One of the best things about teaching English in China is that you will be offered SO MANY benefits, and bonuses too. Relative to the rest of the population and the cost of living you will find yourself earning a high wage. The benefits make

that wage even higher. These all need to be spelled out in your contract. What benefits are you likely to see? The primary one is free housing. Yes, FREE housing. It's really a good deal. Your teaching contract should clearly say the type of accommodation you'll get: a furnished one-bedroom apartment, a shared or private bathroom...and any amenities you have been promised: utilities up to any rmb figure per month, microwave oven, TV, air-conditioner, telephone, free local calls, free number of internet access minutes per day, etc.

Airfare is usually offered when you agree to take a job teaching English in China, sometimes round trip, more often one way. They won't buy you the ticket in advance, only reimburse you for the cost. If they have agreed to pay for your travel both ways, include a line stating what it cost you in US\$ to get to China. These payments won't be made until you finish your contract.

Contract Completion Bonuses are standard. They are often a sizeable percentage of your monthly salary, paid at the end of the year. Travel Bonuses are often offered, too, allowing you to do a bit of touring while you are teaching English in China. You can take the travel bonuses during the duration of your contract if you like, but it may complicate things if you have to cancel the contract: you would be morally obligated to pay them back, just at the time when you are making a transition to a new school. That could be strain your finances. Better to wait to collect them at the end of the year, then go on a BIG trip! J Again, these figures should appear on the contract numerically as well as in language.

What if I HAVE to go home? If something beyond your control requires you to stop teaching in China and return home, most people are understanding of such problems and sympathetic. As in the example contracts below, you would probably lose you airfare. You should INCLUDE that you are allowed to stay in your apartment a week or so after you stop teaching to get your life organized and pack everything away.

Beyond the understandable, the contract should spell out the consequences of either you or the school failing to live up to everything that was promised: the school not coming up with... any of a number of things, co-teachers, transportation, health insurance; salary on time; you not teaching when and in the manner expected of you. Here you will encounter the Breach Penalty, a rmb figure charged to the one who has violated the terms of the contract.

There is a distinction that needs to be made: unlike canceling the contract for circumstances beyond your control as outlined previously, when one party feels the other has failed to live up to the terms of the contract, the aggrieved stops providing service: you

stop teaching or, they stop letting you teach, and asks the other to pay a "Breach Penalty". One example - your apartment is below standard and you find your employer unwilling to improve the conditions. Or, they don't pay on time, etc. A written statement outlining the circumstances is provided, you collect the Breach Penalty and move on. Well, in theory.

As a foreigner teaching English in China, your access to the kind of legal representation you will likely require to document and certify the transgressions you feel you've endured will be difficult if not impossible to secure. Not to mention the fact that you'd be unemployed. If you feel you're not getting what you have been promised, you should try to rectify the situation through directly dealing with the situation. Numerous books have been written on the cultural significance of Giving Face and Losing Face. Attack the problem while giving respect. Don't unfurl your copy of the Bill of Rights. Assure people that you know they have your best intentions at heart. You know they want to help. If you found yourself being forced to cancel the contract due to the employer not living up to the agreement and you wanted to collect the Breach Penalty, you'd wind up having to go to the authorities.

But, to be honest, regarding breaking contracts, getting the Breach settlement becomes the least of your problems. More significant is your continued viability as a teacher, which brings us to the "Letter of Release".

Leaving your school before your annual contract is completed means that you'd have to get your working documents transferred from the first school to your new school. If you leave before the year is out, no matter if you've left in anger or amicably, the case is the same: in the eyes of the government, you work for your old school. Your new school needs to register you. Without a Letter of Release, they won't be able to do it.

Obviously, this is even more reason not to get into an intractable argument with your school. Schools have been known to vindictively withhold the Letters. We suggest adding it to the contract. Put it in the sections dealing with reasons for canceling.

"2 (two) days after the cancellation requirements have been met, party A will write a suitable Letter of Release for Party B, stating in both English and Chinese that he has met all his responsibilities and is no longer obligated to work at _____ school. The letter will bare the date and all the official stamps of the school. The letter will be left in a secure area of the school accessible by anyone in an administrative capacity. The letter is not to be sealed

in any kind of envelope. The teacher is allowed to personally go to the school to collect the Letter of Release.

Both parties agree that under no circumstances may the original Release Letter be delivered by post. It can only be picked up by the teacher in person."

Does this mean that you'll get it? Probably not. But, it provides you with a contractual leg to stand on.

Holding back the Letter of Release seriously complicates your life. You won't be able to get another job teaching English in China until you have it. By statute you have to leave the country within 15 days if you don't get another teaching job. So, any delay on their part puts the cash-strapped, hand-to-mouthedness, you, in critical condition.

They can and probably will hold back the Letter if you're leaving on bad terms. Expect it. Then what would happen is you would have to skulk back and forth to their office begging for it, with them alternately not being their in plain sight or saying they have already sent it. Then you'd move to another province on their assurances, and start to teach, having to be SO grateful that your employer is being so understanding, and still begging for the letter. And then, finally, your old school will just blow you off permanently, forcing you to leave the country, lose the new job and securing you the enjoyable task of explaining to explain to the authorities all along the way why you were in another province.

As you can see the Letter of Release can easily earn you a wrenching experience. This neat little clause allows you to contact that lawyer friend of yours and have him fire off the "Law Office Letterhead" letter. They have agreed to give you the letter. It says that they will give it to you within two days once the terms of canceling have been met. What's the most that you'll have to pay for breaching the contract? A month's salary? Not much at those wages. But, without the letter, you could lose a lot more. If they decide to withhold and delay the letter purely out of spite, their spite will melt in the face of your lawyer friend's simple pressure. Letters from lawyers are scary.

Taxes: currently, foreigners do not pay taxes on earnings. Your salary and hourly figures are net: your total take home. There are moves in certain provinces to begin taxing income over 4001 rmb/month. Return again to www.tealic.com for continued updates on this evolving issue regarding teaching English in China.

Private Teacher: the icing on the cake. You basic salary will be earning a handsome income by local standards teaching English in China. Well? The icing on the cake?? Your bosses can authorize you to

teach privately! Unlike many other overseas teaching venues, China permits your employer to contractually allow you to teach other students. So get it in the contract. The following clause is taken from a government published contract for foreigners in China.

"Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A."

Sadly, this means you have to ask, every time. It's too limiting. Have consent included in your contract. Not oral consent, but written consent. Something like"

"As long as Party A's work is deemed satisfactory, Party B allows Party A to undertake outside posts and opportunities for a total of 10 hours per week."

Or, more, or less, as you choose. The objective is to have it there on paper."

These are the key points, from actual experience. If they are not in your contract, write an appendix and make them part of the contract.