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Teaching Contracts

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Summary:

I often hear teachers complain that employers issue contracts and then ask them to do more than the contract requires. From the other side of the fence, employers sometimes feel that teachers are too rigid in their interpretation of the terms of the contract. It is certainly a tricky area, so what can you do to make sure that the contract offers proper protection for both teachers and the employer? My suggestions are as follows:

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Article Body:

I often hear teachers complain that employers issue contracts and then ask them to do more than the contract requires. From the other side of the fence, employers sometimes feel that teachers are too rigid in their interpretation of the terms of the contract. It is certainly a tricky area, so what can you do to make sure that the contract offers proper protection for both teachers and the employer? My suggestions are as follows:

The first point to consider is your own attitude to the contract. It is a document that binds both parties, so as employers you should ensure that it contains only clauses that you can honor. It is hardly fair to the employee to issue a contract that binds teachers and then expect to be able to break its terms yourself.

The second point is that teachers cannot be expected to know the legal requirements of a contract in a foreign country, as these can vary enormously. You should, therefore, explain to the teacher exactly how the contract reflects current employment legislation in your country and for your sector. Some countries stipulate that the contract must be written in the home language. If this is the case, your teachers will need a clear and accurate translation into English. Some countries require the contract to contain full details of the teacher�s visa and employment permits. There may be restrictions on the number of hours a teacher can work and on the number of hours� overtime permitted. Whatever the specific legal framework in your country, it is essential to both adhere to the legal requirements and explain these to the teacher. Even if your country does not require a written contract at all, it is worth thinking about the kinds of problems that could arise if you do not have a clearly drafted understanding of all aspects of the job: the rights and responsibilities of the teacher and the rights and responsibilities of the employer.

Legal considerations apart, the contract should cover number of class contact hours, number of admin hours and number of preparation hours. If you have a basic 38 hour week and you expect teachers to spend 25 hours in the classroom, two on admin and the remaining 9 on preparation, don�t think of the preparation time as a free pool from which you can ask teachers to do extra teaching. If you need teachers to do extra contact hours to cover for an absent colleague or a sudden influx of students, build the terms of the required flexibility into the contract. For example you may say that could be expected to do up to two extra teaching hours per week to cover emergencies. If further hours are required, offer to pay them as overtime. List any additional duties, such invigilating exams, designing teaching materials or socializing with students.

Be as precise as possible in every area. If you offer accommodation, make it quite clear how this it to be provided and describe it accurately. State whether teachers will be expected to travel to other branches or to companies and explain how such travel arrangements will be made. Make sure you are clear about sickness insurance and medical treatment: what would happen if a teacher had to be repatriated because of an accident, for example, or suffered long-term illness?

Specify holiday entitlement, grievance and disciplinary procedures, and notice terms. Above all, try to make the contract a reader-friendly document rather than one that is full of dense legal terminology. Before you issue a contract, it might be a good idea check with a lawyer to ensure that it is comprehensive enough to satisfy your local legal requirements.