

## **Australian International School Vietnam**

### **Teachers' Salary Scale, Benefits & Leave Entitlements (Academic Year 2022 – 2023)**

This document sets out the Salary Scale, Benefits and Leave Entitlements applicable to “Overseas Hire Full Time Teachers”. These are generally Teachers hired from outside of Vietnam and who work full time. A “Teacher” is generally a person who has professional qualifications that are recognised, or equivalent to those recognised, by major Western education systems (i.e. America, United Kingdom, New Zealand, Australia).

The extent to which it applies to other Teachers, i.e. “Local Hire Teachers” (i.e. generally foreign Teachers hired from within Vietnam), “Part Time Teachers” (i.e. Teachers who teach less than full time) and “Alternate Teachers” (i.e. generally foreign teachers who have professional qualifications that are not from major Western education systems), is set out in Point 4 below.

This document is fixed for the duration of a Teacher’s Labour Contract with the School, and forms part of such contract. It can only be amended by written agreement between the parties.

Supplementary terms and guidance on the administration of Teachers’ Labour Contracts are set out in the School’s Conditions of Service, which is one of several Policies of the School relating to employment matters which may be reviewed from time to time.

#### **1. Salary Scale**

The School pays Teachers according to a Salary Scale. This is reviewed annually to ensure that the School’s salaries are competitive and equitable. Teachers are placed on the scale according to their teaching qualifications and number of years experience as a qualified teacher. The Salary Scale is as follows:

For Teachers with a Bachelor degree (or equivalent or higher level):

<b>Number of years of experience as a qualified Teacher</b>	<b>Net cash salary per annum (VND)</b>
2	<b>747,000,000</b>
3	<b>783,000,000</b>
4	<b>819,000,000</b>
5	<b>855,000,000</b>
6	<b>891,000,000</b>
7	<b>927,000,000</b>
8	<b>963,000,000</b>
9	<b>999,000,000</b>
10	<b>1,035,000,000</b>
11	<b>1,071,000,000</b>
12+	<b>1,107,000,000</b>

For Kindergarten Teachers with a Diploma of Education (or equivalent):

<b>Number of years of experience as a qualified Teacher</b>	<b>Net cash salary per annum (VND)</b>
2	<b>730,000,000</b>
3	<b>770,000,000</b>
4	<b>810,000,000</b>
5+	<b>850,000,000</b>

Note that Teachers may earn a Performance Bonus and will earn an End of Service Allowance in accordance with Points 2.7 and 2.8 below.

The School pays Coordinators an emolument determined by reference to the following:

<b>Level</b>	<b>Net Emolument per annum (VND)</b>
Coordinator Level 1	<b>60,000,000</b>
Coordinator Level 2	<b>105,000,000</b>
Coordinator Level 3	<b>135,000,000</b>

- (a) A “Coordinator” is a person who holds a coordination or middle management position in the School.
- (b) The salary figures in the Salary Scale are net of Vietnamese personal income tax. The School pays to the Vietnamese tax authorities the Vietnamese personal income tax related to a Teacher’s income and benefits received from the School.
- (c) Subject to having achieved a satisfactory performance review, Teachers will progress one step up the Salary Scale following each year of service with the School until step 12+ is reached.
- (d) Payments will generally be made on the last Friday of each month (in respect of that month) by direct credit to a VND bank account opened in the Teacher’s name at a bank in Vietnam. Teachers must provide the details of such bank account to the HR Department in order to receive payment. If the last Friday of a month is a public holiday, payment will be made on the preceding Friday.
- (e) Where a Teacher is entitled to reimbursement under this document of any amount he/she has paid, whether in VND or foreign currency, such reimbursement will be made in VND. If the amount he/she paid was in foreign currency, then the amount of the reimbursement in VND will be calculated by reference to the official exchange rate on the date of payment.
- (f) The official exchange rate referred to in this document is the official inter-bank rate quoted daily by the State Bank of Vietnam on its website, [www.sbv.gov.vn](http://www.sbv.gov.vn).

## 2. **Benefits**

The following rules apply in determining the benefits to which a Teacher is entitled:

- (a) A "Dependent" is a person who (i) is a spouse or *bona fide* defacto partner or child of the Teacher, and (ii) lives with the Teacher in Vietnam, and (iii) does not work, or earns less than VND235,000,000 net per year.
- (b) All Dependents must be declared in the Pre-Employment Questionnaire and in the Contract Renewal Questionnaire, and they must be accepted as such by the Principal.
- (c) Any change in the number or status of Dependents must be notified in writing to the Principal, and such change will be subject to acceptance by the Principal. A Teacher who fails to immediately notify the Principal of a decrease in the number of Dependents and who continues to receive Benefits based on such Dependents must refund the value of such Benefits to the School.
- (d) A "defacto partner" is someone who has cohabited with the Teacher as a partner for at least 12 months. The School will require documentary evidence of such relationship, e.g. lease or utility bills in joint names.
- (e) Benefits generally apply to a maximum of 3 Dependents.
- (f) Dependents as children up to the age of 18 or attending school. The third child in agreement with Executive Principal
- (g) "Country of Residence" means a Teacher's country of citizenship as shown in the Teacher's passport. Such country will be recorded in each Teacher's Labour Contract.
- (h) All claims for reimbursement of pre-approved expenses must be supported by appropriate invoices and receipts which, where possible, record the expense as having been incurred by the School and refer to the School's tax code number. Failure to provide such documentation will result in denial of the claim. Reimbursements will be paid in VND.

### 2.1 **Accommodation**

- (a) The School will pay the Teacher at the end of each month an Accommodation Allowance (which is towards the cost of accommodation in Vietnam) as follows:

Status	Accommodation Allowance (VND)
Teacher with up to one Dependent	20,000,000
Teacher with two or more Dependents	28,000,000
Married/defacto couple, both of whom work at the School, (inclusive of any Dependents)	35,000,000

- (b) Landlords in Vietnam often require a security deposit and/or some rent to be paid in advance, prior to the commencement of a lease. The amounts required vary, but may total 2 to 3 months' rental. The security deposit is refundable at the end of the lease, subject to the terms of the lease contract. Teachers are required to pay any such deposit, and are responsible for recovering it themselves from the landlord.

- (c) At the request of a Teacher, the School may advance him/her an amount equal to 2 months of Accommodation Allowance in order to assist the Teacher with the payment of any security deposit or rent in advance required by a landlord. This amount must be repaid to the School within 3 months of having been advanced. Such repayments may be made by deductions from the Teacher's salary over that period.

## 2.2 Airfares

- (a) **Arrival / Contract Commencement:** The School will normally purchase an economy airfare (generally a "one-way" ticket) for the most cost effective route from an international airport of the Teacher's Country of Residence to Ho Chi Minh City for each of the Teacher and his/her Dependents, or reimburse the Teacher the cost of such airfares, provided the School has given prior written approval for the Teacher to purchase the airfare.

For all flight tickets purchased or reimbursed by the School, the Teacher must provide the School the original boarding pass(es) for such flight within 14 days as required by the Vietnamese Tax Department.

- (b) **Departure / Contract Completion:** At the end of a Teacher's Labour Contract, where the Labour Contract is not renewed, the School will purchase an economy one-way airfare for the most cost effective route between Ho Chi Minh City and an international airport of the Teacher's Country of Residence for the Teacher and each of his/her Dependents. If the Teacher and his/her Dependents wish to fly to a destination other than the Teacher's Country of Residence, the School will contribute towards the purchase price of airfares to such destination an amount equal to the price of the most cost effective return economy airfare to the Teacher's Country of Residence, for the Teacher and each of his/her Dependents. This will be made by way of a single payment to the Teacher, provided such flight has been booked in the February/March before the flight is taken. The payment is also subject to the deduction of the additional Personal Income Tax that is payable due to the fact that the flight is not to the Teacher's Country of Residence. This deduction may be up to 35% of the cost of the ticket.
- (c) **Travel Allowance:** For Teachers who are in the first year of a 2 year contract, or who have signed a contract for the Academic Year 2023-2024, the School will pay the Teacher in February 2023 a Travel Allowance (which is towards the cost of travel) as follows:

Status	Travel Allowance (VND)
Single Teacher	25,600,000
Dependent (aged 12 years or older)	25,600,000
Dependent (aged 2 years to 11 years)	20,000,000
Dependent (aged less than 2 years)	3,000,000

The age of the Dependent is determined as at the date of the flight. There is a maximum of three Dependents for a Teacher or married/defacto couple (both of whom work at the School).

### 2.3 **Relocation**

The School will:

- (a) Pay the Teacher at the start of his/her Labour Contract a Relocation Allowance (which is towards the cost of transporting the Teachers' and any Dependents' baggage or personal effects into Vietnam) as follows:

	<b>Relocation Allowance (VND)</b>
Teacher with up to one Dependent	<b>13,000,000</b>
Teacher with two or more Dependents	<b>19,300,000</b>
Married/defacto couple, both of whom work at the School (inclusive of any Dependents)	<b>21,400,000</b>

The School can advise on the best method to relocate any significant volume of baggage or resources at the Teacher's cost.

- (b) Pay the Teacher a Relocation Allowance as determined in paragraph (a) above, which is towards the cost of transporting their baggage or personal effects to their Country of Residence if a Teacher's Labour Contract is not renewed after 2 or more years of continuous service, and they return to their Country of Residence to resume residence there.

### 2.4 **Visas and Work Permits**

- (a) Teachers must provide the School, at their own cost and in a timely manner, all documents (satisfying all formalities including authorised translations and a health check report obtained in Vietnam), required to apply for (and maintain in effect) Vietnamese visas and work permits.
- (b) The School will (i) inform Teachers of what documents are required (and what formalities they must satisfy and an estimate of the costs involved); (ii) assist Teachers in submitting the application for such visas and work permits; and (iii) pay the official fees for submitting such applications.
- (c) Once the visa / work permit has been issued, the Teacher must pay for any replacement required during the term of the visa / work permit (e.g. if a passport is lost or expires before a renewal is otherwise required).

### 2.5 **Medical Insurance**

The School arranges and pays for international-standard medical insurance covering emergency and outpatient services for Teachers and their Dependents as part of a group insurance scheme. Details of the current policy are available on request.

## 2.6 **Scholarship(s) for Dependent(s) Tuition at the School**

- (a) The School will provide a scholarship(s) equal to the tuition fees of the School for any Dependent(s) of a Teacher who the Principal determines reasonably satisfies the enrolment criteria of the School. Other expenses which are not included in the scholarship(s), such as uniforms, stationery, travel, school trips, after school activities, etc, must be paid by the Teacher.
- (b) Where the School has more than one campus that a Dependent could possibly attend, the Principal will decide which campus the Dependent will attend. Dependents who attend one campus will be entitled to remain at that campus.

## 2.7 **Performance Bonus**

The School will appraise the performance of each Teacher on an annual basis. Depending on the outcome of the appraisal, Teachers are able to earn a Performance Bonus. The amount of any Performance Bonus will be determined by the Principal in accordance with the Budget and the overall financial performance of the School. Any Performance Bonus will be included in the final pay for the Academic Year, subject to the Teacher maintaining their level of performance throughout the year.

## 2.8 **End of Service Allowance**

The School will pay an End of Service Allowance based on the number of years of service at the School. Rather than pay this allowance as a lump sum at the end of the final year of service, the School will pay it in installments at the end of each year commencing from the end of the Teacher's second year of service, and in respect of each year of service thereafter, regardless of the original contract period of service and regardless of the Teacher's number of years of experience as a qualified teacher. Each installment of the End of Service Allowance will be included in the Teacher's final pay for the year, in an amount in VND equal to the applicable amount below:

Number of years' service completed at the School	End of Service Allowance per year
1	0
2	1 month net salary
3+	1/2 month net salary

The End of Service Allowance is acknowledged and treated in all respects by both the School and the Teacher as being the same as or better than the severance allowance payable upon expiry of the Teacher's Labour Contract under Vietnamese law. This means that Teachers are not entitled to receive both the End of Service Allowance and any severance allowance payable upon expiry of their Labour Contract under Vietnamese law.

## 3. **Leave Entitlements**

Teachers are entitled to the following leave:

### **3.1 Annual Leave**

- (a) Teachers may generally be absent from the School during school holidays unless the Principal requires the Teacher to participate in “teacher-only” days, or professional development activities, or other duties related to the Teacher’s area of responsibility at the School. Usually the requirements for attendance during school holidays will be noted on the published School Calendar.
- (b) For the purposes only of final pay calculations, Teachers accrue paid Annual Leave of 20 days per year. Such leave accrues on a monthly basis (i.e. a whole completed calendar month) and does not accumulate from year to year. Accumulated Annual Leave is treated as taken in full during the school holiday immediately following a school term.
- (c) Teachers must be in Ho Chi Minh City by no later than 8pm the day before the start of any new term, or the day before any “teacher-only” day(s), as applicable.

### **3.2 Sick Leave**

- (a) Teachers are entitled to 12 days paid Sick Leave in each 12 month period of continuous employment. Such leave accrues on a monthly basis (i.e. a whole completed calendar month) and may accumulate with continuous employment up to a maximum of 24 days in total.
- (b) Sick Leave may only be taken for personal illness, or to care for a sick Dependent (as defined in point 2(a) above).
- (c) If a Teacher is absent for 2 days or more in a 7 day period, or on a day before or after a weekend or school or public holiday, he/she must provide the Principal with a doctor’s certificate from a clinic/hospital nominated/approved by the Principal. This also applies to a sick Dependent. If the Teacher fails to do this within 7 days from his/her first day of absence from the School, then such absence will be treated as unpaid leave.
- (d) The Principal may require the Teacher to be examined by a doctor or clinic/hospital nominated by the Principal. The Principal may require a sick Teacher to stay away from School in order to reduce the spread of communicable diseases.
- (e) In general, Sick Leave may not be taken in advance of the accrued entitlement. The Principal may grant exemptions from this rule in limited circumstances. Sick leave shall continue to accrue during a Teacher’s absence from School on Sick Leave.
- (f) Accrued Sick Leave does not have any monetary value.

### **3.3 Compassionate Leave**

- (a) Teachers are allowed up to 5 consecutive working days of paid leave in the event of either (1) the death of an immediate family member (i.e. a spouse, bona fide de facto partner, child, sibling, parent or parent of spouse or of bona fide defacto partner) or (2) serious illness/injury of an immediate family member such that death is imminent. In any case, such leave may be taken on one occasion, in a single block only.
- (b) Applications for such leave must be made to the Principal, who will take into account the nature of the relationship and the extent of any illness/injury in determining whether or not to approve such leave.
- (c) The Principal may contact the doctor who is tending the ill/injured family member



in order to verify the need for Compassionate Leave or produce the death certificate

### **3.4 Maternity Leave**

- (a) Unpaid Maternity Leave is available to full time female Teachers only from the completion of the second year of employment at the School.
- (b) Full time female Teachers are entitled to unpaid Maternity Leave of up to six calendar months, beginning no later than the birth of the child.
- (c) If a Teacher wishes to take time off beyond the six months Maternity Leave entitlement, she must request the Principal in writing for permission to do so at least 30 days prior to the end of the unpaid Maternity Leave period. Any such leave approved will be unpaid leave.
- (d) Maternity Leave may be taken only once by a Teacher.
- (e) If a Teacher's contractual term of employment ends during a period of Maternity Leave, and the Labour Contract is not renewed, then the Maternity Leave benefits will end on the date that the Labour Contract ends.
- (f) Sick Leave may not be applied for maternity purposes unless the Teacher's illness is not related to the pregnancy.

### **3.5 Paternity Leave**

Male Teachers are entitled to unpaid Paternity Leave of up to 10 days (including weekends and school holidays), beginning no later than the birth of the child.

### **3.6 Extended Disability Leave**

- (a) Teachers are entitled to take paid Extended Disability Leave until the end of the then current school year. Such leave will be approved for treatment and recovery from an injury sustained while engaged in an activity connected with the School.
- (b) To qualify for Extended Disability Leave, a Teacher must provide a doctor's certificate from a clinic/hospital nominated/approved by the Principal confirming the apparent cause, nature and extent of the disability.

### **3.7 Recruitment Leave**

The Principal may grant unpaid Recruitment Leave of up to 3 consecutive days for Teachers whose Labour Contract is to expire and will not be renewed. Teachers are required to apply using the Leave Form, enclosing an acceptance letter from the relevant Official Recruitment / Job Fair. A maximum of 6 staff members will be approved for any one. Official Recruitment / Job Fair.

### **3.8 Special Leave**

In exceptional circumstances, and taking into account the operational requirements of the School, the Principal may grant a Teacher Special Leave. Such leave will generally be without pay, but may be on full pay at the discretion of the Principal.

### **3.9 Public Holidays**

Teachers are entitled to paid days off work on Vietnamese public holidays. These days are noted on the published School Calendar.



#### 4. Other Teachers

4.1 Local Hire Full Time Teachers are generally entitled to the following as specified above:

- (a) Relevant Salary specified in the Salary Scale
- (b) The Medical Insurance benefit (if not already insured)
- (b) Dependent(s) schooling at the School
- (c) Performance Bonus
- (d) End of Service Allowance
- (e) Leave

Where a Local Hire Full Time Teacher is the primary earner he/she will also be entitled to the following Benefits, taking into account the number of his/her Dependents:

- (a) Accommodation Allowance
- (b) Travel Allowance

4.2 Part-Time Teachers (whether Overseas Hire or Local Hire) who work less than 0.5 FTE will receive:

- (a) Relevant Salary specified in the Salary Scale in proportion to their FTE
- (b) Medical Insurance benefit (if not already insured), provided the Teacher does not have any spouse or partner who is a Dependent
- (c) Leave in proportion to their FTE

4.3 Part-Time Teachers who work 0.5 FTE or more will receive:

- (a) For Overseas Hire Teachers: Salary and all Benefits and Leave in proportion to their FTE, except Medical Insurance, which shall be paid in full (if not already insured)
- (b) For Local Hire Teachers: Salary, Benefits and Leave as specified in Point 4.1 above, in proportion to their FTE

**4.4** Alternate Teachers will receive:

- (a) Salary in accordance with the following scale:

Number of years of experience as a qualified Teacher	Net cash salary per annum (VND)
2	594,000,000
3	611,000,000
4	628,000,000
5	645,000,000
6	662,000,000
7	679,000,000
8	696,000,000
9	713,000,000
10+	730,000,000

- (b) End of Service Allowance in accordance with Point 2.8 above:
- (c) Other Benefits and Entitlements as for a Local Hire Full Time Teacher in accordance with Point 4.1 above, including those that begin from the third year of service, except that:
- the Accommodation Allowance will be VND17,000,000 per month
  - the Travel Allowance is only applicable to Alternate Teachers who (i) hold a foreign passport, and (ii) have recorded a foreign country as their Country of Residence in their Pre-Employment Questionnaire. In such case, the Travel Allowance will be determined in accordance with Point 2.2(c).
- (d) If the Alternate Teacher is Part-Time, then (a) and (b) above will be reduced in accordance with whichever of Points 4.2 and 4.3 is applicable.

## 5. Vietnamese Official Insurance Schemes

From time to time, Vietnamese law may *require* or *allow* contributions to be made to official insurance schemes administered by the authorities, and allow claims to be made on such insurances in certain circumstances. This may include Social Insurance, Health Insurance and/or Unemployment Insurance.

If the law *requires* employees and employers to make such contributions, then the Teachers and the School will make their respective contributions in accordance with the law. The School will deduct the Teacher's contributions from their salary and pay them to the authorities together with the School's contributions.

If the law *allows* (but does not require) such contributions, then the Teachers and the

School will only make their respective contributions *if the Teacher elects to participate in the official insurance scheme*. If so, then the School will deduct the Teacher's contributions from their salary and pay them to the authorities together with the School's contributions.

In the event that a Teacher (or the School on his/her behalf) makes a claim on Social Insurance, Health Insurance or Unemployment Insurance, and receives a payment therefrom, the Teacher will not be entitled to receive from the School that part of the salary, benefit or leave entitlement for which such payment is intended as compensation, and shall refund to the School the amount or value of any such part of the salary, benefit or leave entitlement which he/she has already received from the School at the time of payment.